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

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner  
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 Director

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June 6, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$8,029,367.28 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of the ServiceLink programs effective June 1, 2018 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$870,786.25
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$587,377.16
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,433,441.23
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$1,077,352.21
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$865,101.39
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$1,170,924.42
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,517,076.05
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$507,308.57
<b>TOTAL:</b>			<b>\$8,029,367.28</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and are anticipated to be available in State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between

state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## **FISCAL DETAILS ATTACHED**

### **EXPLANATION**

The purpose of this agreement is to execute our authority to amend and extend all 8 ServiceLink contracts for the purpose of raising the limitation for Medicare Improvements for Patients and Providers Act funds and funding to increase activity relative to ensuring that ServiceLink is able to continue its work supporting NH's Medicare Beneficiaries and those needing support and guidance to access and enroll in publicly funded community based services as an alternative to nursing facility care. This request also includes the extension of ServiceLink contracts from September 30, 2018 to June 30, 2019 for the provisions of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages access information on the full range of long-term support and service options as well as serving as the single point of entry for Medicaid long-term support and services programs and benefits. The ServiceLink program includes: Serving as the Aging and Disability Resource Center, provision of Information, Referral and Assistance, Person Centered Options Counseling, assistance with accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, and Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Supports and Services through any of the ServiceLink access point locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

As referenced in the Request for Proposals and in Exhibit C-1 of these contracts, these Agreements have the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. These eight (8) amendments are requested for that purpose.

Funds in this agreement will be used to allow each contractor to continue to provide ServiceLink services throughout the State of New Hampshire.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

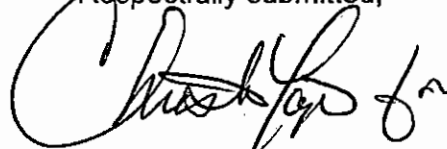
Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

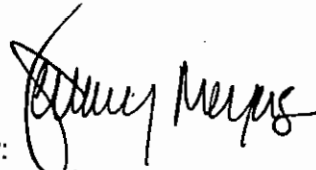
Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

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

Respectfully submitted,



Christine Santaniello  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET  
SFY17 Q3-Q4, SFY 2018 and SFY 2019**

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

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

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
102-500734	Contracts for Program Services	2017	\$12,345.32		\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45	\$2,222.00	\$280,799.45
545-500387	I & R Contracts	2018	\$15,685.18		\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00		\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19	\$196,003.76	\$265,995.95
545-500387	I & R Contracts	2019	\$3,921.29	\$11,763.87	\$15,685.16
570-500928	Family Caregiver	2019	\$13,500.00	\$40,500.00	\$54,000.00
		<b>Subtotal</b>	<b>\$448,021.43</b>	<b>\$250,489.63</b>	<b>\$698,511.06</b>

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

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
102-500734	Contracts for Program Services	2017	\$8,665.47		\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17	\$1,333.00	\$198,575.17
545-500387	I & R Contracts	2018	\$11,009.79		\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00		\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75	\$138,039.37	\$187,548.12
545-500387	I & R Contracts	2019	\$2,752.45	\$8,257.35	\$11,009.80
570-500928	Family Caregiver	2019	\$6,750.00	\$20,250.00	\$27,000.00
		<b>Subtotal</b>	<b>\$302,928.63</b>	<b>\$167,879.72</b>	<b>\$470,808.35</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
102-500734	Contracts for Program Services	2017	\$20,773.35		\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51	\$4,000.00	\$483,324.51
545-500387	I & R	2018	\$26,393.33		\$26,393.33

	Contracts				
570-500928	Family Caregiver	2018	\$67,000.00		\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25	\$337,664.98	\$457,796.23
545-500387	I & R Contracts	2019	\$6,598.33	\$19,794.99	\$26,393.32
570-500928	Family Caregiver	2019	\$16,750.00	\$50,250.00	\$67,000.00
		<b>Subtotal</b>	<b>\$736,970.77</b>	<b>\$411,709.97</b>	<b>\$1,148,680.74</b>

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500734	Contracts for Program Services	2017	\$12,760.79		\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07	\$4,666.00	\$354,647.07
545-500387	I & R Contracts	2018	\$16,213.04		\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00		\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59	\$251,206.33	\$337,386.92
545-500387	I & R Contracts	2019	\$4,053.26	\$12,159.78	\$16,213.04
570-500928	Family Caregiver	2019	\$13,500.00	\$40,500.00	\$54,000.00
		<b>Subtotal</b>	<b>\$536,688.75</b>	<b>\$308,532.11</b>	<b>\$845,220.86</b>

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500734	Contracts for Program Services	2017	\$13,888.49		\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45	\$1,800.00	\$291,106.45
545-500387	I & R Contracts	2018	\$17,645.82		\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00		\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22	\$202,286.04	\$275,654.26
545-500387	I & R Contracts	2019	\$4,411.46	\$13,234.38	\$17,645.84
570-500928	Family Caregiver	2019	\$10,125.00	\$30,375.00	\$40,500.00
		<b>Subtotal</b>	<b>\$449,245.44</b>	<b>\$247,695.42</b>	<b>\$696,940.86</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
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102-500734	Contracts for Program Services	2017	\$17,093.52		\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10	\$2,932.00	\$369,028.10
545-500387	I & R Contracts	2018	\$21,717.93		\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00		\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39	\$257,827.33	\$350,362.72
545-500387	I & R Contracts	2019	\$5,429.48	\$16,288.44	\$21,717.92
570-500928	Family Caregiver	2019	\$20,250.00	\$60,750.00	\$81,000.00
		<b>Subtotal</b>	\$604,122.42	\$337,797.77	\$941,920.19

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500734	Contracts for Program Services	2017	\$24,987.41		\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79	\$2,300.00	\$514,051.79
545-500387	I & R Contracts	2018	\$31,747.40		\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00		\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20	\$355,270.86	\$485,319.06
545-500387	I & R Contracts	2019	\$7,936.85	\$23,810.55	\$31,747.40
570-500928	Family Caregiver	2019	\$16,875.00	\$50,625.00	\$67,500.00
		<b>Subtotal</b>	\$790,846.65	\$432,006.41	\$1,222,853.06

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500734	Contracts for Program Services	2017	\$8,190.65		\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00	\$1,100.00	\$167,450.00
545-500387	I & R Contracts	2018	\$10,406.51		\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00		\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94	\$116,557.80	\$158,874.74
545-500387	I & R	2019	\$2,601.63	\$7,804.89	\$10,406.52

	Contracts				
570-500928	Family Caregiver	2019	\$6,750.00	\$20,250.00	\$27,000.00
		<b>Subtotal</b>	\$263,615.73	\$146,712.69	\$409,328.42

<b>Total 9565</b>	<b>\$4,132,439.82</b>	<b>\$2,301,823.72</b>	<b>\$6,434,263.54</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING  
(50% Federal Funds; 50% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$96,724.05		\$96,724.05
		<b>Subtotal</b>	\$96,724.05	\$0.00	\$96,724.05

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$67,892.85		\$67,892.85
		<b>Subtotal</b>	\$67,892.85	\$0.00	\$67,892.85

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$162,756.84		\$162,756.84
		<b>Subtotal</b>	\$162,756.84	\$0.00	\$162,756.84

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$99,979.19		\$99,979.19
		<b>Subtotal</b>	\$99,979.19	\$0.00	\$99,979.19

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$108,814.56		\$108,814.56
		<b>Subtotal</b>	\$108,814.56	\$0.00	\$108,814.56

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$133,925.61		\$133,925.61
		<b>Subtotal</b>	\$133,925.61	\$0.00	\$133,925.61

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment &	2017	\$195,773.21		\$195,773.21

	Counseling				
		<b>Subtotal</b>	\$195,773.21	\$0.00	\$195,773.21

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$64,172.69		\$64,172.69
		<b>Subtotal</b>	\$64,172.69	\$0.00	\$64,172.69

<b>Total 6180</b>	<b>\$930,039.00</b>	<b>\$0.00</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$8,017.46		\$8,017.46
		<b>Subtotal</b>	\$8,017.46	\$0.00	\$8,017.46

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$5,627.64		\$5,627.64
		<b>Subtotal</b>	\$5,627.64	\$0.00	\$5,627.64

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$13,490.93		\$13,490.93
		<b>Subtotal</b>	\$13,490.93	\$0.00	\$13,490.93

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$8,287.28		\$8,287.28
		<b>Subtotal</b>	\$8,287.28	\$0.00	\$8,287.28

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$9,019.65		\$9,019.65
		<b>Subtotal</b>	\$9,019.65	\$0.00	\$9,019.65

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$11,101.11		\$11,101.11



		<b>Subtotal</b>	\$11,101.11	\$0.00	\$11,101.11
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**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$16,227.65		\$16,227.65
		<b>Subtotal</b>	\$16,227.65	\$0.00	\$16,227.65

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$5,319.28		\$5,319.28
		<b>Subtotal</b>	\$5,319.28	\$0.00	\$5,319.28

<b>Total 9255</b>	<b>\$77,091.00</b>	<b>\$0.00</b>	<b>\$77,091.00</b>
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**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
(86% Federal Funds; 14% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
570-500928	Family Caregiver	2017	\$27,000.00		\$27,000.00
		<b>Subtotal</b>	\$27,000.00	\$0.00	\$27,000.00

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
570-500928	Family Caregiver	2017	\$13,500.00		\$13,500.00
		<b>Subtotal</b>	\$13,500.00	\$0.00	\$13,500.00

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
570-500928	Family Caregiver	2017	\$33,500.00		\$33,500.00
		<b>Subtotal</b>	\$33,500.00	\$0.00	\$33,500.00

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
072-500575	Grants - Federal	2017	\$15,000.00		\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00		\$27,000.00
		<b>Subtotal</b>	\$42,000.00	\$0.00	\$42,000.00

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

Class/Account	Class Title	State Fiscal	Current	Increase/	Modified Budget
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		Year	Budget	(Decrease)	
570-500928	Family Caregiver	2017	\$20,250.00		\$20,250.00
		<b>Subtotal</b>	<b>\$20,250.00</b>	<b>\$0.00</b>	<b>\$20,250.00</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
570-500928	Family Caregiver	2017	\$40,500.00		\$40,500.00
		<b>Subtotal</b>	<b>\$40,500.00</b>	<b>\$0.00</b>	<b>\$40,500.00</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
570-500928	Family Caregiver	2017	\$33,750.00		\$33,750.00
		<b>Subtotal</b>	<b>\$33,750.00</b>	<b>\$0.00</b>	<b>\$33,750.00</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
570-500928	Family Caregiver	2017	\$13,500.00		\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>	<b>\$0.00</b>	<b>\$13,500.00</b>

<b>Total 7872-072 &amp; 570</b>	<b>\$224,000.00</b>	<b>\$0.00</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$10,245.00		\$10,245.00
		<b>Subtotal</b>	<b>\$10,245.00</b>	<b>\$0.00</b>	<b>\$10,245.00</b>

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$7,525.09		\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>	<b>\$0.00</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38		\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>	<b>\$0.00</b>	<b>\$19,311.38</b>

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$22,756.60		\$22,756.60
		<b>Subtotal</b>	\$22,756.60	\$0.00	\$22,756.60

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78		\$6,799.78
		<b>Subtotal</b>	\$6,799.78	\$0.00	\$6,799.78

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$10,335.67		\$10,335.67
		<b>Subtotal</b>	\$10,335.67	\$0.00	\$10,335.67

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$10,517.00		\$10,517.00
		<b>Subtotal</b>	\$10,517.00	\$0.00	\$10,517.00

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$3,173.23		\$3,173.23
		<b>Subtotal</b>	\$3,173.23	\$0.00	\$3,173.23

<b>Total 8925</b>	<b>\$90,663.75</b>	<b>\$0.00</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP (75%  
Federal Funds; 25% General Funds)**

(75% Federal Funds; 25% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$19,010.74		\$19,010.74
		<b>Subtotal</b>	\$19,010.74	\$0.00	\$19,010.74

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$13,739.44		\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>	<b>\$0.00</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$34,442.87		\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>	<b>\$0.00</b>	<b>\$34,442.87</b>

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$34,057.30		\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>	<b>\$0.00</b>	<b>\$34,057.30</b>

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$15,791.19		\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>	<b>\$0.00</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$21,764.10		\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>	<b>\$0.00</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$26,377.78		\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>	<b>\$0.00</b>	<b>\$26,377.78</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$8,321.78		\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>	<b>\$0.00</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>	<b>\$0.00</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA (100%  
Federal Funds)  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$11,277.94		\$11,277.94
		<b>Subtotal</b>	\$11,277.94	\$0.00	\$11,277.94

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$8,283.79		\$8,283.79
		<b>Subtotal</b>	\$8,283.79	\$0.00	\$8,283.79

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$21,258.47		\$21,258.47
		<b>Subtotal</b>	\$21,258.47	\$0.00	\$21,258.47

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$25,050.98		\$25,050.98
		<b>Subtotal</b>	\$25,050.98	\$0.00	\$25,050.98

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$7,485.35		\$7,485.35
		<b>Subtotal</b>	\$7,485.35	\$0.00	\$7,485.35

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$11,377.74		\$11,377.74
		<b>Subtotal</b>	\$11,377.74	\$0.00	\$11,377.74

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$11,577.35		\$11,577.35

		<b>Subtotal</b>	\$11,577.35	\$0.00	\$11,577.35
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**Tri County Community Action Program, Inc. (Vendor # 177195)**

<b>Class/Account</b>	<b>Contracts for Program Svcs</b>	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
102-500731	Contracts for Program Services	2017	\$3,493.17		\$3,493.17
		<b>Subtotal</b>	\$3,493.17	\$0.00	\$3,493.17

<b>Total 8888</b>	<b>\$99,804.79</b>	<b>\$0.00</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

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

	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
	2017	\$184,620.51	\$0.00	\$184,620.51
	2018	\$348,262.63	\$2,222.00	\$350,484.63
	2019	\$87,413.48	\$248,267.63	\$335,681.11
	<b>Subtotal</b>	\$620,296.62	\$250,489.63	\$870,786.25

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

	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
	2017	\$125,234.28	\$0.00	\$125,234.28
	2018	\$235,251.96	\$1,333.00	\$236,584.96
	2019	\$59,011.20	\$166,546.72	\$225,557.92
	<b>Subtotal</b>	\$419,497.44	\$167,879.72	\$587,377.16

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
	2017	\$305,533.84	\$0.00	\$305,533.84
	2018	\$572,717.84	\$4,000.00	\$576,717.84
	2019	\$143,479.58	\$407,709.97	\$551,189.55
	<b>Subtotal</b>	\$1,021,731.26	\$411,709.97	\$1,433,441.23

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

	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
	2017	\$244,892.14	\$0.00	\$244,892.14
	2018	\$420,194.11	\$4,666.00	\$424,860.11
	2019	\$103,733.85	\$303,866.11	\$407,599.96
	<b>Subtotal</b>	\$768,820.10	\$308,532.11	\$1,077,352.21

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

	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
	2017	\$182,049.02	\$0.00	\$182,049.02
	2018	\$347,452.27	\$1,800.00	\$349,252.27
	2019	\$87,904.68	\$245,895.42	\$333,800.10
	<b>Subtotal</b>	\$617,405.97	\$247,695.42	\$865,101.39

**Lakes Region Partnership for Public Health (Vendor # 165635)**

	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
	2017	\$246,097.75	\$0.00	\$246,097.75

		2018	\$468,814.03	\$2,932.00	\$471,746.03
		2019	\$118,214.87	\$334,865.77	\$453,080.64
		<b>Subtotal</b>	<b>\$833,126.65</b>	<b>\$337,797.77</b>	<b>\$1,170,924.42</b>

**Monadnock Collaborative (Vendor # 159303)**

		State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	\$319,210.40	\$0.00	\$319,210.40
		2018	\$610,999.19	\$2,300.00	\$613,299.19
		2019	\$154,860.05	\$429,706.41	\$584,566.46
		<b>Subtotal</b>	<b>\$1,085,069.64</b>	<b>\$432,006.41</b>	<b>\$1,517,076.05</b>

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

		State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	\$106,170.80	\$0.00	\$106,170.80
		2018	\$203,756.51	\$1,100.00	\$204,856.51
		2019	\$51,668.57	\$144,612.69	\$196,281.26
		<b>Subtotal</b>	<b>\$361,595.88</b>	<b>\$145,712.69</b>	<b>\$507,308.57</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>	<b>\$0.00</b>	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>	<b>\$20,353.00</b>	<b>\$3,227,801.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>	<b>\$2,281,470.72</b>	<b>\$3,087,757.00</b>
<b>Total Contract</b>		<b>\$5,727,543.56</b>	<b>\$2,301,823.72</b>	<b>\$8,029,367.28</b>

**ACCOUNTING UNIT SUMMARY**

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500734	Contracts for Program Services	2017	\$118,705.00	\$0.00	\$118,705.00
102-500734	Contracts for Program Services	2018	\$2,638,629.54	\$20,353.00	\$2,658,982.54
545-500387	I & R Contracts	2018	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2018	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2019	\$664,081.53	\$1,854,856.47	\$2,518,938.00
545-500387	I & R Contracts	2019	\$37,704.75	\$113,114.25	\$150,819.00
570-500928	Family Caregiver	2019	\$104,500.00	\$313,500.00	\$418,000.00
		<b>Subtotal</b>	<b>\$4,132,439.82</b>	<b>\$2,301,823.72</b>	<b>\$6,434,263.54</b>

**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT**

**ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
Federal Funds; 50% General Funds)  
(50% Federal Funds; 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
550-500398	Assessment & Counseling	2017	\$930,039.00	\$0.00	\$930,039.00
		<b>Subtotal</b>	<b>\$930,039.00</b>	<b>\$0.00</b>	<b>\$930,039.00</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
545-500387	I & R Contracts	2017	\$77,091.00	\$0.00	\$77,091.00
		<b>Subtotal</b>	<b>\$77,091.00</b>	<b>\$0.00</b>	<b>\$77,091.00</b>

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
(86% Federal Funds; 14% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
072-500575	Grants - Federal	2017	\$15,000.00		\$15,000.00
570-500928	Family Caregiver	2017	\$209,000.00		\$209,000.00
		<b>Subtotal</b>	<b>\$224,000.00</b>	<b>\$0.00</b>	<b>\$224,000.00</b>

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$90,663.75		\$90,663.75
		<b>Subtotal</b>	<b>\$90,663.75</b>	<b>\$0.00</b>	<b>\$90,663.75</b>

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP (75%  
Federal Funds; 25% General Funds)  
(75% Federal Funds; 25% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Budget	Increase/ (Decrease)	Modified Budget
102-500731	Contracts for Program Services	2017	\$173,505.20		\$173,505.20
		<b>Subtotal</b>	<b>\$173,505.20</b>	<b>\$0.00</b>	<b>\$173,505.20</b>

**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA (100%**



**Federal Funds)**  
**(100% Federal Funds)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/ (Decrease)</b>	<b>Modified Budget</b>
102-500731	Contracts for Program Services	2017	\$99,804.79		\$99,804.79
		<b>Subtotal</b>	\$99,804.79	\$0.00	\$99,804.79

<b>Grand Total SFY17</b>	2017	\$1,713,808.74	\$0.00	\$1,713,808.74
<b>Grand Total SFY18</b>	2018	\$3,207,448.54	\$20,353.00	\$3,227,801.54
<b>Grand Total SFY19</b>	2019	\$806,286.28	\$2,281,470.72	\$3,087,757.00
<b>Total Contract</b>		\$5,727,543.56	\$2,301,823.72	\$8,029,367.28



**NH Department of Health & Human Services  
Service Link Resource Center**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Service Link Resource Center Contract**

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Increase Form P-37, General Provisions, Block 1.8, Price Limitation, by \$248,267.63, to read:  
\$870,786.52.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency; to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - A. Required Services
    - A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
      - i. NH Family Caregiver Program
      - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
    - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:
      - i. Parish Nurse



- ii. SS Administration
  - iii. Low income housing sites and senior centers
1. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:  
Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.
  6. Delete Exhibit B-2, Budget, in its entirety and replace with Exhibit B-2, Budget – Amendment #1.
  7. Delete Exhibit B-3, Budget, in its entirety and replace with Exhibit B-3, Budget – Amendment #1.
  8. Add Exhibit K, DHHS Information Security Requirements.

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

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

6/5/18  
Date

State of New Hampshire  
Department of Health and Human Services

Christine Tappan  
Associate Commissioner

6/1/2018  
Date

Community Action Program of Belknap & Merrimack  
Counties, Inc.

NAME Jeanne Agri  
TITLE Executive Director

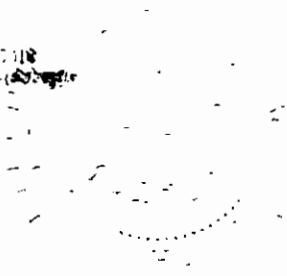
Acknowledgement:

State of New Hampshire, County of Merrimack on 6/1/2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathy L. Howard, Notary Public  
Name and Title of Notary or Justice of the Peace  
KATHY L. HOWARD Notary Public, New Hampshire  
My Commission Expires October 16, 2018

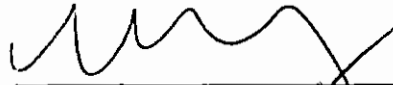
BY ORDER OF THE BOARD OF DIRECTORS  
EVERETT LOWMEYER, 1958 [1958]





The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.  
OFFICE OF THE ATTORNEY GENERAL

Date 6/7/18

  
Name: Megan A. York  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-2, Amendment #1**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Community Action Program Belknap & Merrimack County

Budget Request for: ServiceLink Resource Center  
(Name of RFP)

Budget Period: 7/1/2017 - 6/30/2018

Line/Item	Direct	Indirect	Total	Allocation Method for Indirect/Fixed Cost
	Incremental	Fixed		
1. Total Salary/Wages	\$ 193,832.00	\$ 7,000.00	\$ 200,832.00	
2. Employee Benefits	\$ 79,367.00	\$ 1,800.00	\$ 81,167.00	
3. Consultants	\$ 650.00	\$ -	\$ 650.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,700.00	\$ 1,100.00	\$ 5,800.00	
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	
7. Occupancy	\$ 17,400.00	\$ 16,400.00	\$ 33,800.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,800.00	\$ -	\$ 1,800.00	
Postage	\$ 4,650.00	\$ 450.00	\$ 5,100.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,000.00	\$ 500.00	\$ 2,500.00	
Insurance	\$ -	\$ 2,125.00	\$ 2,125.00	
Board Expenses	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 3,211.00	\$ -	\$ 3,211.00	
11. Staff Education and Training	\$ 3,150.00	\$ -	\$ 3,150.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Printing	\$ 2,950.00	\$ 700.00	\$ 3,650.00	
Volunteer Travel	\$ 1,700.00	\$ -	\$ 1,700.00	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 320,410.00</b>	<b>\$ 30,075.00</b>	<b>\$ 350,485.00</b>	

Indirect As A Percent of Direct.

9.4%

Contractor Initials: JA  
Date: 6-1-18

**Exhibit B-3 Amendment #1**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Community Action Program Belknap & Merrimack County

Budget Request for: ServiceLink Resource Center  
(Name of RFP)

Budget Period: 7/1/2018 - 6/30/2019

Line/Item	Direct		Total	Allocation Method for Indirect/Fixed Cost
	Incremental	Fixed		
1. Total Salary/Wages	\$ 207,938.12	\$ 9,100.00	\$ 217,038.12	
2. Employee Benefits	\$ 45,682.06	\$ 2,100.00	\$ 47,782.06	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 3,900.00	\$ 1,100.00	\$ 5,000.00	
6. Travel	\$ 5,284.36	\$ -	\$ 5,284.36	
7. Occupancy	\$ 10,911.82	\$ 24,200.00	\$ 35,111.82	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,900.00	\$ -	\$ 1,900.00	
Postage	\$ 3,925.32	\$ 450.00	\$ 4,375.32	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 2,000.00	\$ 500.00	\$ 2,500.00	
Insurance	\$ -	\$ 1,925.00	\$ 1,925.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,911.00	\$ -	\$ 4,911.00	
11. Staff Education and Training	\$ 4,400.00	\$ -	\$ 4,400.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Printing	\$ 1,450.00	\$ 2,300.00	\$ 3,750.00	
Volunteer Travel	\$ 1,702.95	\$ -	\$ 1,702.95	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 294,005.63</b>	<b>\$ 41,675.00</b>	<b>\$ 335,680.63</b>	

Indirect As A Percent of Direct

14.2%

Contractor Initials: JA  
Date: 7.1.18



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or





consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not



use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

JA



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department



confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

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

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

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in



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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

## VI. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



# State of New Hampshire

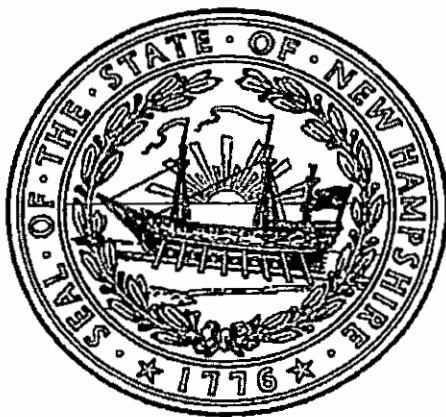
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0004072372



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

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

**CERTIFICATE OF VOTE**

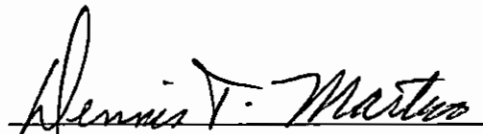
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/18/2018, such authority to be in force and effect until 6/30/2019 (contract termination date). (see attached)

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

Jeanne Agri, Executive Director

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

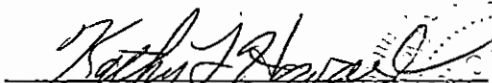
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 1st day of June, 2018.

  
Secretary-Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 1st day of June, 2018, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

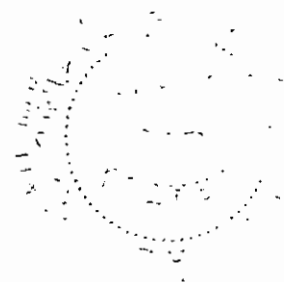
  
Kathy L. Howard, Notary Public  
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire  
My Commission Expires October 16, 2018



MA (COMMERCIAL) BUREAU OF THE STATE OF MASSACHUSETTS  
OFFICE OF THE REGISTER OF DEEDS



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

**CORPORATE RESOLUTION**

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

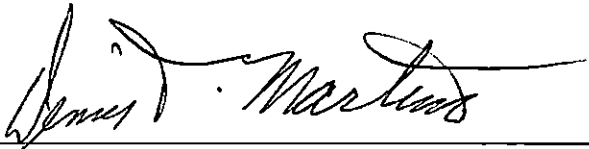
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  -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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 18, 2018, and has not been amended or revoked and remains in effect as of the date listed below.

6/1/2018

Date



Dennis T. Martino  
Secretary/Clerk

SEAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/3/2018

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: kshaughnessy@crossagency.com		FAX (A/C, No): (603) 645-4331	
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Illinois National Ins. Co.			
		INSURER B: National Union Fire Insurance		19445	
		INSURER C: Granite State Health Care and Human			
		INSURER D: Hanover Ins Co.		22292	
		INSURER E: Berkshire Hathaway, Inc.			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 17-18 All 18-19 WC/Crime 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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Including Professional			06-LX-067991165-2	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			B2471794	4/1/2018	4/1/2019	PRODUCTS - COMP/OP AGG \$ 3,000,000 Directors & Officers Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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			29-CA-069971915-0	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29-UD-016698260-2	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20180000011 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Blanket Crime			BDV1945863	3/27/2018	3/27/2019	Limit 500,000
E	Professional/Malpractice			EN020794	12/30/2017	12/30/2018	Limit: 1,000,000 / 3,000,000

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

## CERTIFICATE HOLDER

NH Dept. of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

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Phone (603) 225-3295  
 (800) 856-5525  
 Fax (603) 228-1898  
 Web www.bm-cap.org



**BELKNAP-MERRIMACK COUNTIES, INC.**  
 EMPOWERING COMMUNITIES SINCE 1966

2 Industrial Park Drive  
 P.O. Box 1016  
 Concord, NH  
 03302-1016

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

**STATEMENT OF PURPOSE**

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

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

CAPBMCI Statement of Purpose

**ALTON**  
 Senior Center..... 875-7102  
 Prospect View Housing..... 875-3311

**BELMONT**  
 Senior Center..... 267-9967  
 Heritage Terr. Housing..... 267-8801

**BRADFORD**  
 Senior Center..... 938-2104



**CONCORD**  
 Area Center..... 225-6880  
 Head Start..... 224-6492  
 Early Head Start..... 224-6492

**CONCORD AREA**  
 Meals on Wheels..... 225-9092  
 Concord Area Transil..... 225-1989  
 Horseshoe Pond Place..... 228-6956  
 WIC/CSFP..... 225-2050  
 Workplace Success..... 223-2305

**EPSOM**  
 Meadow Brook Housing..... 735-8250

**FRANKLIN**  
 Area Center..... 934-3444  
 Head Start..... 934-2161  
 Early Head Start..... 934-2161  
 Senior Center..... 934-4151  
 Riverside Housing..... 934-5340

**LACONIA**  
 Area Center..... 524-5512  
 Head Start..... 528-5334  
 Early Head Start..... 528-5334  
 Senior Center..... 524-7689  
 Family Planning..... 524-5453  
 Workplace Success..... 524-4367

**MEREDITH**  
 Area Center..... 279-4096

**NEWBURY**  
 Newbury Commons Housing..... 763-0360

**PEMBROKE**  
 Village at Pembroke Farms Housing..... 485-4842

**PITTSFIELD**  
 Senior Center..... 435-8482  
 Head Start..... 435-6618  
 Early Head Start..... 435-6611

**SUNCOOK**  
 Area Center..... 485-7824  
 Senior Center..... 485-4254

**TILTON**  
 Senior Center..... 527-0291

**WARNER**  
 Area Center..... 456-2207  
 Head Start..... 456-2208  
 North Ridge Housing..... 456-3398

*Financial Statements*

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

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2017 AND FEBRUARY 29, 2016  
AND  
INDEPENDENT AUDITORS' REPORT**

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

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

## INDEPENDENT AUDITORS' REPORT

### Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2017 and February 29, 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2017.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2017 and February 29, 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended February 29, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Other Information**

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

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2017, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
October 30, 2017

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

**STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 28, 2017 AND FEBRUARY 29, 2016**

	<b><u>ASSETS</u></b>	
	<b><u>2017</u></b>	<b><u>2016</u></b>
<b>CURRENT ASSETS</b>		
Cash	\$ 1,732,344	\$ 1,123,997
Accounts receivable	2,161,972	2,643,755
Inventory	21,530	29,923
Prepaid expenses	94,315	100,924
Investments	85,225	72,306
Total current assets	<u>4,095,386</u>	<u>3,970,905</u>
<b>PROPERTY</b>		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	5,838,444	5,942,708
Total property	10,456,733	10,560,997
Less accumulated depreciation	<u>6,818,622</u>	<u>6,824,303</u>
Property, net	<u>3,638,111</u>	<u>3,736,694</u>
<b>OTHER ASSETS</b>		
Due from related party	139,441	139,441
Total other assets	<u>139,441</u>	<u>139,441</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 7,872,938</u></b>	<b><u>\$ 7,847,040</u></b>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 163,753	\$ 154,380
Accounts payable	847,707	1,182,814
Accrued expenses	1,019,426	973,674
Refundable advances	1,159,331	1,122,035
Total current liabilities	3,190,217	3,432,903
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>1,151,156</u>	<u>1,312,780</u>
Total liabilities	<u>4,341,373</u>	<u>4,745,683</u>
<b>NET ASSETS</b>		
Unrestricted	2,887,454	2,485,093
Temporarily restricted	644,111	616,264
Total net assets	<u>3,531,565</u>	<u>3,101,357</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 7,872,938</u></b>	<b><u>\$ 7,847,040</u></b>

See Notes to Financial Statements

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

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2017  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant awards	\$ 15,822,185		\$ 15,822,185	\$ 16,076,420
Other funds	2,384,071	\$ 2,441,769	4,825,840	4,822,670
In-kind	1,100,528		1,100,528	906,423
United Way	43,751		43,751	33,840
Realized gain (loss) on sale of equipmer	20,250		20,250	(164)
Total revenues and other support	19,370,785	2,441,769	21,812,554	21,839,189
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>2,413,922</u>	<u>(2,413,922)</u>		
Total	<u>21,784,707</u>	<u>27,847</u>	<u>21,812,554</u>	<u>21,839,189</u>
<b>EXPENSES</b>				
Salaries and wages	7,973,527		7,973,527	8,035,121
Payroll taxes and benefits	1,997,820		1,997,820	2,120,907
Travel	277,832		277,832	289,250
Occupancy	1,134,026		1,134,026	1,024,305
Program services	7,104,507		7,104,507	7,324,464
Other costs	1,568,475		1,568,475	1,590,710
Depreciation	225,631		225,631	314,017
In-kind	1,100,528		1,100,528	906,423
Total expenses	<u>21,382,346</u>		<u>21,382,346</u>	<u>21,605,197</u>
<b>CHANGE IN NET ASSETS</b>	402,361	27,847	430,208	233,992
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,485,093</u>	<u>616,264</u>	<u>3,101,357</u>	<u>2,867,365</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,887,454</u>	<u>\$ 644,111</u>	<u>\$ 3,531,565</u>	<u>\$ 3,101,357</u>

See Notes to Financial Statements

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

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 28, 2017 AND FEBRUARY 29, 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 430,208	\$ 233,992
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	225,631	314,017
(Gain) loss on sale of property	(20,250)	164
Decrease in current assets:		
Accounts receivable	481,783	261,265
Inventory	8,393	3,519
Prepaid expenses	6,609	87,622
(Decrease) increase in current liabilities:		
Accounts payable	(335,107)	(446,853)
Accrued expenses	45,752	(19,379)
Refundable advances	37,296	205,532
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>880,315</u>	<u>639,879</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(127,048)	(34,749)
Investment in partnership	(12,919)	(1,409)
Proceeds from sale of property	20,250	-
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(119,717)</u>	<u>(36,158)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	(152,251)	(143,670)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(152,251)</u>	<u>(143,670)</u>
<b>NET INCREASE IN CASH</b>	608,347	460,051
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>1,123,997</u>	<u>663,946</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 1,732,344</u>	<u>\$ 1,123,997</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 109,150</u>	<u>\$ 121,170</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2017  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Program</u>	<u>Management</u>	<u>2017 Total</u>	<u>2016 Total</u>
Salaries and wages	\$ 7,698,893	\$ 274,634	\$ 7,973,527	\$ 8,035,121
Payroll taxes and benefits	1,876,786	121,034	1,997,820	2,120,907
Travel	276,033	1,799	277,832	289,250
Occupancy	1,018,340	115,686	1,134,026	1,024,305
Program Services	7,104,507	-	7,104,507	7,324,464
Other costs:				
Accounting fees	9,371	39,517	48,888	47,150
Legal fees	45,214	233	45,447	17,957
Supplies	226,486	32,705	259,191	259,621
Postage and shipping	53,947	1,153	55,100	58,272
Equipment rental and maintenance	5,118	385	5,503	3,525
Printing and publications	4,278	9,689	13,967	2,757
Conferences, conventions and meetings	15,331	12,297	27,628	30,932
Interest	103,199	5,951	109,150	121,170
Insurance	118,050	39,980	158,030	193,894
Membership fees	12,119	7,553	19,672	30,505
Utility and maintenance	67,380	56,036	123,416	140,087
Computer services	10,611	26,067	36,678	38,069
Other	646,214	19,591	665,805	646,771
Depreciation	220,884	4,747	225,631	314,017
In-kind	1,100,528	-	1,100,528	906,423
Total functional expenses	<u>\$ 20,613,289</u>	<u>\$ 769,057</u>	<u>\$ 21,382,346</u>	<u>\$ 21,605,197</u>

See Notes to Financial Statements

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

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED FEBRUARY 28, 2017**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

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

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

**Financial Statement Presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2017 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$644,111.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 29, 2016, from which the summarized information was derived.

**Income Taxes**

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

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2013.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2013 through 2016), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

**Property**

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

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

**Use of Estimates**

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

**Cash and Cash Equivalents**

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

**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 restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

**Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

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



### **In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$1,100,528 in donated facilities, services and supplies for the year ended February 28, 2017 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$200,362 for the year ended February 28, 2017.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$898,566 for the year ended February 28, 2017.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$1,600 for the year ended February 28, 2017.

### **Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2017 amounted to \$46,709.

## **2. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2017. The Organization has no policy for charging interest on overdue accounts.

## **3. REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,159,331 as of February 28, 2017.

## **4. RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2017 totaled \$207,607.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2017, the annual lease expense for the leased facilities was \$464,831.

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

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2018	\$ 336,450
2019	107,326
2020	94,916
2021	88,762
2022	88,762
Thereafter	<u>1,142,527</u>
Total	<u>\$ 1,858,743</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$403,742 at February 28, 2017.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.75% for the year ended February 28, 2017) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2017.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2017:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center.

\$ 891,657

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations.

78,987

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.75% at February 28, 2017. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

325,825

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for the Franklin Community Services building.

18,440

Total 1,314,909  
Less amounts due within one year 163,753

Long term portion \$ 1,151,156

The scheduled maturities of long term debt as of February 28, 2017 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2018	\$ 163,753
2019	173,709
2020	184,280
2021	195,505
2022	207,428
Thereafter	<u>390,234</u>
	<u>\$ 1,314,909</u>

**9. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2017:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>5,838,444</u>
	10,456,733
Less accumulated depreciation	<u>6,818,622</u>
Property and equipment, net	<u>\$ 3,638,111</u>

Depreciation expense for the year ended February 28, 2017 was \$225,631.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2017. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2017, approximately \$9,500,000 (44%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2017, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

**Restricted Purpose**

Senior Center	\$ 128,333
Elder Services	297,725
NH Charitable Foundation, Mary Gale	22,064
NH Rotary Food Challenge	5,067
Common Pantry	6,472
Community Crisis	3,578
Caring Fund	16,090
Agency-FAP	12,793
Agency-H/S	149,305
FGP/SCP Assoc. Region 1	157
Agency-WIC/CSFP	1,864
Other Programs	<u>663</u>
	<u>\$ 644,111</u>

13. **RELATED PARTY TRANSACTIONS**

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

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2017.

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

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

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

The total amount due from the related parties (collectively) at February 28, 2017 was \$88,933 and is included in accounts receivables.

**14. RECLASSIFICATION**

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

**15. FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$84,225 at February 28, 2017.

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

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

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

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

At February 28, 2017, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 72,306
Total gains (losses) - realized /unrealized	11,443
Purchases	<u>476</u>
Ending Balance – mutual funds	<u>\$ 84,225</u>

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

The Organization invested \$1,000 during the year ended February 28, 2017 in a Partnership, The Lakes Region Partnership for Public Health.

**16. FISCAL AGENT**

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

**17. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 30, 2017, the date the financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

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

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2017**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
<b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>					
Head Start	93.600		01CH2052-03-01	\$ 3,619,459	
Low Income Home Energy Assistance Program	93.668	State of New Hampshire	17B1NHLEA	3,340,799	
Low Income Home Energy Assistance Program-WX	93.668	State of New Hampshire	G-17B1NHLEA	49,245	
Low Income Home Energy Assistance Program-HRRP	93.668	State of New Hampshire	G-16B1NHLEA	97,640	
			TOTAL	3,488,684	
Community Services Block Grant	93.569	State of New Hampshire	G-16B1NHGOSR	369,519	
Social Services Block Grant-Home Delivered & Congregate	93.687	State of New Hampshire	05-95-48-481010-9255	271,378	
Social Services Block Grant-Service Link	93.687	State of New Hampshire	90AM221202	57,673	
			TOTAL	329,051	
<b>TANF CLUSTER</b>					
Temporary Assistance for Needy Families-Family Planning	93.658	State of New Hampshire	1602NHTANF	21,825	
Temporary Assistance for Needy Families-Workplace Success	93.658	Southern New Hampshire Services	05-95-45-450010-61270000	182,036	
			CLUSTER TOTAL	203,861	
<b>AGING CLUSTER</b>					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	17AANH36S	112,235	
Title III, Part B-SEAS	93.044	State of New Hampshire	17AANH36P	524	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	17AANH36M	180,171	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	17AANH36D	362,390	
NSIP	93.053	State of New Hampshire	1056477	214,390	
			CLUSTER TOTAL	871,310	
<b>CHILD CARE AND DEVELOPMENT FUND CLUSTER</b>					
Child Care & Development Block Grant	93.575	State of New Hampshire		73,539	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		88,659	
			CLUSTER TOTAL	160,698	
<b>MEDICAID CLUSTER</b>					
Medical Assistance Program-Service Link	93.778	State of New Hampshire	90NWPG008-01-00	8,717	
Medical Assistance Program-Veterans Independent Program	93.778	Gateway Community Services		19,949	
Medical Assistance Program-Veterans Program	93.778	Easter Seals of NH, Inc.		6,784	
			CLUSTER TOTAL	34,450	
Family Planning - Services	93.217	State of New Hampshire	FPHFA016063	99,536	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62P9003655	5,383	
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-03-302010-0831	95,168	
National & Child Health Services Block Grant to the States	93.994	State of New Hampshire	B04MC28113	21,518	
State Health Insurance Assistance Program-Service Link	93.324	State of New Hampshire	90SA0003-02-00	22,131	
National Family Caregiver Support, Title III, Part E-Service Link	93.082	State of New Hampshire	17AANH36C	32,293	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90IMP024102	79,489	
CMS Research Demonstrations & Evaluations	93.778	State of New Hampshire	90SA0003-02-00	1,346	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	14AANHMADR	22,188	
			HHS TOTAL	\$ 9,453,996	
<b>US DEPARTMENT OF AGRICULTURE</b>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.657	State of New Hampshire	15154NH703W1003	668,034	
Special Suppl. Nutrition Program for Women, Infants & Children	10.657	State of New Hampshire	15154NH743W5003	26,400	
			TOTAL	712,434	
Senior Farmers Market	10.576	State of New Hampshire	15154NH053Y8304	8,579	
Senior Farmers Market	10.576	State of New Hampshire	16194NH053Y8300	71,802	
			TOTAL	80,381	
Child & Adult Care Food Program	10.658	State of New Hampshire	NONE	228,848	
<b>CHILD NUTRITION CLUSTER</b>					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	170,176	
<b>FOOD DISTRIBUTION CLUSTER</b>					
Commodity Supplemental Food Program	10.665	State of New Hampshire	15154NH814Y8005	728,369	\$ 565,093
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	01750000	194,830	
Emergency Food Assistance Program	10.569	State of New Hampshire	01750000	1,872,658	1,872,658
			CLUSTER TOTAL	2,595,784	\$ 2,227,651
Rural Housing Preservation Grants	10.433	Rural Development	0348-0004	320	
			USDA TOTAL	\$ 3,787,942	
<b>CORPORATION FOR NATIONAL &amp; COMMUNITY SERVICES</b>					
<b>FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER</b>					
Senior Companion Program	94.016		16SCANH001	\$ 333,672	
<b>US DEPARTMENT OF TRANSPORTATION</b>					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	551,303	
Formula Grants for Rural Areas-Winnepesaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	59,567	
			TOTAL	610,890	
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b>					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.613	State of New Hampshire-Department of Transportation	NH-18-X043	23,155	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.613	State of New Hampshire-Department of Transportation	NH-18-X043	123,778	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.613	Merrimack County	NH-85-X001	71,600	
			CLUSTER TOTAL	218,573	
			DOT TOTAL	\$ 826,463	
<b>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	NONE PROVIDED	18,749	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	11,438	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	68,508	
			TOTAL	88,695	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	14,635	



Continuum of Care Program	14.297	State of New Hampshire	05-95-42-423010-7927-102-500731	64,887
Healthy Homes Technical Studies Grants-Radon Program	14.906	National Center for Healthy Housing	NCHH-14-1233	2,245
			HUD TOTAL	\$ 160,362

US DEPARTMENT OF ENERGY

Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0005189	\$ 168,100
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US DEPARTMENT OF LABOR

Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	471,106
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WIAWICA CLUSTER

WIAWICA - Adult Program	17.259	Southern New Hampshire Services	.0510-63360000-102-500731	61,977
WIAWICA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-63360000-102-560731	66,104
			CLUSTER TOTAL	128,081

-DOL TOTAL \$ 699,187

TOTAL \$ 16,332,722 \$ 2,217,651

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

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2017**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**NOTE 3 INDIRECT COST RATE**

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

**NOTE 4 FOOD COMMODITIES**

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

*Leone,  
McDonnell  
& Roberts*

PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD

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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2017, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 30, 2017.

**Internal Control Over Financial Reporting**

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

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

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

**Compliance and Other Matters**

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

**Purpose of this Report**

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

*Leon McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
October 30, 2017

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

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

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

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2017. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

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

**Auditors' Responsibility**

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

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

**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2017.

**Report on Internal Control Over Compliance**

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

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

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

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

*Leone McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
October 30, 2017

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2017

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknep-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknep-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknep-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
  - 93.568 Low-Income Home Energy Assistance
  - 17.235 Senior Community Service Employment Program
  - FOOD DISTRIBUTION CLUSTER**
  - 10.565 Commodity Supplemental Food Program
  - 10.568 Emergency Food Assistance Program (Administrative Costs)
  - 10.569 Emergency Food Assistance Program (Food Commodities)
  - NON-FEDERAL**
  - NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION, Electric Assistance Program
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknep-Merrimack Counties, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT**

None



COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES  
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568  
FOR THE YEAR ENDED FEBRUARY 28, 2017

	<u>Grant Period</u> <u>10/1/15-9/30/16</u>	<u>Grant Period</u> <u>10/1/16-9/30/17</u>	<u>Total</u>
<b>Revenues</b>			
Division of Human Resources	\$ 840,711	\$ 2,500,088	\$ 3,340,799
Agency support	36,288	-	36,288
	<u>\$ 876,999</u>	<u>\$ 2,500,088</u>	<u>\$ 3,377,087</u>
<b>Expenditures</b>			
Personnel	\$ 153,685	\$ 196,427	\$ 350,112
Fringe benefits	18,011	37,936	55,947
Travel	3,783	2,213	5,996
Occupancy	29,956	25,603	55,559
Direct program costs	635,259	2,213,931	2,849,190
Other costs	36,305	23,978	60,283
	<u>\$ 876,999</u>	<u>\$ 2,500,088</u>	<u>\$ 3,377,087</u>

See Independent Auditors' Report

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016  
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Grant Period</u> <u>7/1/16 - 6/30/17</u>	<u>Total</u>
<b>Revenues</b>			
Corporation for National Services	\$ <u>130,956</u>	\$ <u>202,716</u>	\$ <u>333,672</u>
<b>Expenditures</b>			
Personnel	\$ 97,392	\$ 154,275	\$ 251,667
Fringe benefits	(8,582)	19,414	10,832
Travel	29,917	27,146	57,063
Other costs	<u>12,229</u>	<u>1,881</u>	<u>14,110</u>
	\$ <u>130,956</u>	\$ <u>202,716</u>	\$ <u>333,672</u>

See Independent Auditors' report

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE HEAD START PROGRAM - CFDA 93.600  
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Grant Period</u> <u>1/1/16-12/31/16</u>	<u>Grant Period</u> <u>1/1/17-12/31/17</u>	<u>Total</u>
<b>Revenues</b>			
U.S. Department of Health and Human Services	\$ 3,014,211	\$ 605,248	\$ 3,619,459
In-Kind	430,127	130,994	561,121
Other	<u>21,022</u>	<u>-</u>	<u>21,022</u>
	<u>\$ 3,465,360</u>	<u>\$ 736,242</u>	<u>\$ 4,201,602</u>
<b>Expenditures</b>			
Personnel	\$ 1,919,792	\$ 421,587	\$ 2,341,379
Fringe benefits	307,344	32,948	340,292
Travel	36,960	7,205	44,165
Occupancy	295,062	63,268	358,330
In-Kind	430,127	130,994	561,121
Other costs	<u>476,113</u>	<u>80,240</u>	<u>556,353</u>
	<u>\$ 3,465,398</u>	<u>\$ 736,242</u>	<u>\$ 4,201,640</u>

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES  
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -  
CFDA 93.045, 93.667 and 93.053  
FOR THE YEAR ENDED FEBRUARY 28, 2017

	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Grant Period</u> <u>7/1/16 - 6/30/17</u>	<u>Total</u>
<b>Revenues</b>			
NH Department of Health and Human Services			
Title XX	\$ 150,685	\$ 325,417	\$ 476,102
Title III Part C	300,912	652,003	952,915
NH Department of Health and Human Services, NSIP	104,603	110,386	214,989
Other	<u>224,628</u>	<u>448,066</u>	<u>672,694</u>
	<u>\$ 780,828</u>	<u>\$ 1,535,872</u>	<u>\$ 2,316,700</u>
<b>Expenditures</b>			
Personnel	\$ 354,050	\$ 692,468	\$ 1,046,518
Fringe benefits	42,442	86,697	129,139
Occupancy	60,226	130,123	190,349
Travel	45,584	82,183	127,767
Other costs	<u>258,931</u>	<u>503,842</u>	<u>762,773</u>
	<u>\$ 761,233</u>	<u>\$ 1,495,313</u>	<u>\$ 2,256,546</u>

See Independent Auditors' Report

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

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE ELECTRIC ASSISTANCE PROGRAM  
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Grant Period</u> <u>10/1/15-9/30/16</u>	<u>Grant Period</u> <u>10/1/16-9/30/17</u>	<u>Total</u>
<b>Revenues</b>	<u>\$ 875,325</u>	<u>\$ 1,063,733</u>	<u>\$ 1,939,058</u>
<b>Expenditures</b>			
Personnel	\$ 162,337	\$ 134,123	\$ 296,460
Fringe benefits	24,448	23,884	48,332
Travel	3,020	1,958	4,978
Occupancy	14,738	13,333	28,071
Other costs	<u>670,432</u>	<u>890,435</u>	<u>1,560,867</u>
	<u>\$ 874,975</u>	<u>\$ 1,063,733</u>	<u>\$ 1,938,708</u>

**Note:**

Tested as a major program for the year ended February 28, 2017. See Schedule of Findings and Questioned Costs on page 22.

See Independent Auditors' Report

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

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM  
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Revenues</u>	<u>Expenditures</u>
Twin River Community Corp (055 & 056)	38,416	42,468
Cottage Hotel (066 & 067)	10,567	10,567
Sandy Ledge (095 & 096)	8,786	24,981
Ozanam (106 & 107)	12,000	18,697
Food Pantry (131)	21,075	15,533
Senior Center Program (138)	28,594	26,409
Franklin Intergenerational (186 & 187)	13,959	760
Mary Gale (207)	25,000	2,936
Senior Companion Program - Non Federal (225 & 226)	45,482	77,986
Senior Companion Program - State (235 & 236)	15,832	15,832
Franklin Community Services (295 & 296)	22,510	27,405
Head Start - Childcare (355 & 356)	1,097,490	797,744
Lakes Region Family Center (385 & 386)	158,231	158,231
NH Modular Ramp (434 & 435)	1,195	3,633
New Hampshire Housing Guarantee Program (495 & 496)	194,402	194,402
Core Program (505 & 506)	614,981	579,366
Common Pantry (555 & 556)	50	113
Oral Health WIC (600)	13,133	1,418
Epsom Elderly Housing (645 & 646)	63,640	63,640

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM  
FOR THE YEAR ENDED FEBRUARY 28, 2017

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (656 & 657)	63,054	63,054
Alton Housing (666 & 667)	60,766	60,766
Kearsarge Housing (676 & 677)	69,648	67,831
Riverside Housing (686 & 687)	69,801	68,026
Pembroke Housing (701 & 702)	58,762	58,762
Homeless Revolving Loan (728)	5,909	5,909
Area Centers (766 & 767)	193,542	267,685
THE FIXIT Program (836 & 837)	-	1,185
Loan Guarantee Program (847)	34,483	34,483
MC Loan Guarantee Program (848)	3,283	3,283
The Caring Fund (866 & 867)	324	2,751
FGP/SCP Association Region 1 (875)	-	875
Agency WIC/CSFP (883)	4,417	1,306
Newbury Elderly Housing (885 & 886)	38,637	38,637
Housing Futures (897)	12,000	12,000
Agency Account (911 & 980)	145,341	147,450
Agency Account FAP (922)	83,987	97,662
Agency Account SCP (935 & 936)	9,751	3,589
H/S Agency (946 & 947)	22,692	25,330
Agency Development Fund (981)	27,351	37,305

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES  
FOR THE YEAR ENDED FEBRUARY 28, 2017

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
128	EAP-Lead Agency		\$ 18,203
147	Merrimack County Service Link	93.778	114,553
198	Electric Assistance Program		49,915
497	NH Housing Guarantee Program		88,811
548	Summer Feeding		49,271
577	Fuel Assistance Program	93.568 (3,041 of deferred amount is not federal)	232,180
595	Homeless Prevention		222,363
717	Concord Area Transit		47,146
728	Homeless Revolving Loan Fund-Belknap County		30,407
729	Homeless Revolving Loan Fund-Merrimack County		8,179
737	Winnepesaukee Transit		18,892
837	FixIt Program		84,540
858	New Start Program		113,347
876	Emergency Solutions Grant		1,694
883	Agency Account-WIC/CSFP		1,250
908	Community Services Block Grant	93.569	72,913
947	Agency Account-Head Start		<u>5,667</u>
		<b>TOTAL</b>	<b><u>\$ 1,159,331</u></b>

See Independent Auditors' Report



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

**BOARD OF DIRECTORS**

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Sara A. Lewko, <i>President</i>	Theresa M. Cromwell
David Siff, Esq., <i>Vice President</i>	Susan Koerber
Dennis Martino, <i>Secretary-Clerk</i>	Bill Johnson
Kathy Goode, <i>Treasurer</i>	Christine Averill
Heather Brown	Safiya Wazir
Nicolette Clark	Kathryn Hans

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

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

**ServiceLink Resource Center of Merrimack County  
1/1/2017 – 6/30/2019**

**Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Jeanne Agri	Executive Director	\$ 132,651	0%	\$ 0.00
Kathy Lavigne	Chief Accountant	\$ 70,941	0%	\$ 0.00
Pam Jolivette	Director, Elder Services	\$ 46,800	0%	\$ 0.00
Jennifer Ho-Sue	Merrimack County ServiceLink Resource Center Manager	\$ 50,017.50	100%	\$ 50,017.50

# *Jeanne Agri*

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## **PROFESSIONAL PROFILE**

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

## **WORK EXPERIENCE**

### **Community Action Program Belknap-Merrimack Counties, Concord, NH**

#### *Executive Director*

2018-present

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

### **Southern New Hampshire Services, Manchester, NH**

#### *Education and Nutrition Operations Director*

2016 - 2018

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

#### *Director of Child Development Programs*

2001-2016

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

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

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

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

*Area Manager/Education Manager* 1997-1999

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

*Child Care Center Director/Site Manager* 1995-1997

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

**New Hampshire Technical College, Nashua, NH**

*Instructor* 1995-1997

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

**EDUCATION**

**Southern New Hampshire University, Manchester, NH**

Master's in Business Administration

June 2017

**Notre Dame College, Manchester, NH**

Bachelors of Arts in Elementary Education

1981

## KATHRYN R. LAVIGNE

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### WORK EXPERIENCE

- July 1993-Present      CHIEF ACCOUNTANT  
Community Action Program Belknap-Merrimack Counties, Inc.  
P.O. Box 1016, Concord, New Hampshire 03302-1016
- November 1992-  
June 1993      SENIOR ACCOUNTANT  
John Killion & Co., Concord, New Hampshire  
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.
- January 1989-  
November 1992      OFFICE MANAGER  
Rudolph Electrical Co., Inc., Concord, New Hampshire  
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.
- October 1979-  
September 1988      Rivco, Penacook, New Hampshire
- June 1986-  
September 1988      ACCOUNTING MANAGER  
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.
- August 1984-  
September 1988      CREDIT MANAGER  
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.
- October 1979-  
August 1984      ACCOUNTS RECEIVABLE CLERK  
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

### EDUCATION

- 1982-1989      Franklin Pierce College, Concord, New Hampshire  
Bachelor's Degree in Accounting and Business Management  
May 1989, Graduated Magna Cum Laude
- 1963-1967      Franklin High School, Franklin, New Hampshire  
Business-Secretarial, Graduated with high honors

### REFERENCES

Available upon request.

**PAMELA JOLIVETTE**

**EMPLOYMENT HISTORY**

**ELDER SERVICES DIRECTOR**

**8/97 — Present**

Community Action Program Belknap-Merrimack Counties, Inc.  
PO Box 1016, Concord, NH 03302-1016

Director of Elder Service Programs for a 2 county region offering community based resources for older adults. Included are senior meals, both home delivered and community dining; 9 multi-purpose senior centers, a transportation system for seniors and disabled adults, resident services at an 84 unit senior housing facility, ServiceLink Resource Center of Merrimack County, and the Senior Companion Program of New Hampshire. Seniors served exceed 5,000 on an annual basis.

Financial Management of a 2.9 million dollar departmental budget. Diverse local, state and federal revenue sources include Older American Act funds, Title XX, Medicaid, State, County and Town funds, United Way, Client Donations and Private sector funds. Responsibilities include grant applications, contract management, fundraising and financial reporting

Department Personnel consist of 100 full and part-time staff. Over 430 volunteers donate 26,000 hours annually. Professional development initiatives, strategic planning and recognition continue to result in substantial service expansion and minimal staff turnover.

Planning and Development projects include the transition of eight senior nutrition sites into multipurpose senior centers, expansion of a two county senior transit system, development of ServiceLink Resource Center of Merrimack County, created the resident service program and resource center at Horseshoe Pond Place, an independent senior housing facility, raised funding for a volunteer transportation program, established 6 Advisory Councils to support the above programs, obtained local dollars to supplement these initiatives.

Agency representative to home and community based long term care steering committees and advisory boards. Carried our significant work with the NH Legislature to increase funding levels for elder services over a 20 year period.

**SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR**

**12/84 — 8/97**

Community Action Program Belknap-Merrimack Counties, Inc.  
PO Box 1016, Concord, NH 03302-1016

Annual submission of budget and grant applications to Federal and State funding sources Responsible for monitoring budget and completion of annual reports.

Raised on-going local support from \$12,000 to \$95,000 from United Way, County and State Government Obtained foundation dollars for equipment, marketing and funding development activities.

Expanded Senior Companion Project from three to six county area. Special projects involved caregiver support, substance abuse and mental health initiatives Expanded Senior Employment Program to include vocational assessments and employment in private industry.

Supervised project staff who carried out coordination activities for 70 Senior Companies, 60 Senior Employment participants and agreements with 125 agencies.

Expanded statewide Advisory Council to strengthen program initiatives Active committees carried out marketing, fundraising and evaluation functions.

**GERIATRIC CASE MANAGER 7/82 — 3/84**

Region IV Area Agency  
44 Warren Street, Concord, NH 03301

Case Manager for geriatric clients within the developmental service system in Merrimack County. Responsible for completion of individual assessments and obtaining supportive services. Ongoing advocacy and monitoring of activities. Assisted housing department with developing residential options as individuals were moved from institutions to the community.

**SUPPORT SERVICES DIRECTOR 6/80 — 7/82**

Twin Rivers Counseling Center  
Franklin, NH 03235

Coordinator for pilot projects in New Hampshire which provided training and support services for developmentally disabled adults. Implemented program to increase independence in the home, community and work setting.

**PROGRAM DIRECTOR 3/76 — 4/79**

Lamoille County Mental Health  
Morrisville VT

Developed and managed the service delivery for developmentally disabled persons over a four year period within the Community Mental Health clinic in Vermont. Services included case management, day treatment, school consultation, family support and paralegal services to assure client rights.

**CURRENT PROFESSIONAL ASSOCIATIONS**

New Hampshire Coalition of Aging Services  
Vice-Chair Mid-State Regional Coordinating Council for Transportation  
New Hampshire State Coordinating Council for Community Transportation  
Merrimack County Coordinated Community Response Team  
Advisory Council for the New Hampshire Aging and Disability Resource Centers  
National Associations of Nutrition and Aging Service Providers  
National Council on the Aging  
Elder Health Advisory Committee Endowment for Health

**EDUCATION AND TRAINING**

M.Ed Counseling Psychology  
University of New Hampshire, Durham, NH 1997

Post-Graduate Study  
Grant Writing, Johnson State College  
School of Social Work, University of Connecticut  
Social Gerontology & Women's Issues

BA Degree, Psychology  
Johnson State College, Johnson, VT 1975

## JENNIFER HO-SUE

### Objectives

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

### Experience

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#### Center Manager 3/2016 - Current

ServiceLink Resource Center of Merrimack County - Concord, NH 03301

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

#### Program Manager 12/2014 – 3/2016

ServiceLink Resource Center of Strafford County - Rochester, NH 03867

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

#### Administrative Supervisor V • 05/2007 - 09/2013

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

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



**ServiceLink Network Coordinator 1/2003- 5/2007**

State of New Hampshire, DHHS, Bureau of Elderly and Adult Services - Concord, NH 03301

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

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

State of New Hampshire, DHHS, Division of Client Services - Concord, NH 03301

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

**Social Services Assistant • 09/2000 - 08/2001**

Rochester Manor Nursing Home: Whitehall Rd. Rochester NH 03867

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

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

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

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

**Skills**

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

**Education**

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

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

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

SHIP Program Specialist Certified – Medicare Specialist (2016)



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
Commissioner

Maureen Ryan  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
		<b>TOTAL:</b>	<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a sing point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

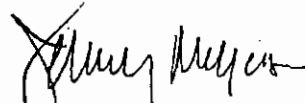
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59

545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	<b>\$96,724.05</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	<b>\$67,892.85</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	<b>\$162,756.84</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	<b>\$99,979.19</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	<b>\$108,814.56</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	<b>\$133,925.61</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	<b>\$195,773.21</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	<b>\$64,172.69</b>

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
(86% Federal Funds; 14% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$27,000.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		<b>Subtotal</b>	<b>\$33,500.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$42,000.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		<b>Subtotal</b>	<b>\$20,250.00</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		<b>Subtotal</b>	<b>\$40,500.00</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		<b>Subtotal</b>	<b>\$33,750.00</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		<b>Subtotal</b>	<b>\$10,245.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	- 2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

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

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

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

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

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

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

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

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

	<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

	<b>State Fiscal Year</b>	<b>Budget</b>
	2017	\$182,049.02
	2018	\$347,452.27
	2019	\$87,904.68
	<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

	<b>State Fiscal Year</b>	<b>Budget</b>
	2017	\$246,097.75
	2018	\$468,814.03
	2019	\$118,214.87
	<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

	<b>State Fiscal Year</b>	<b>Budget</b>
	2017	\$319,210.40
	2018	\$610,999.19
	2019	\$154,860.05
	<b>Subtotal</b>	<b>\$1,085,069.64</b>

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

	<b>State Fiscal Year</b>	<b>Budget</b>
	2017	\$106,170.80
	2018	\$203,756.51
	2019	\$51,668.57
	<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-02)


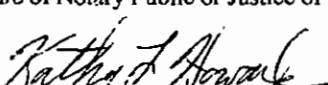
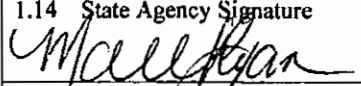
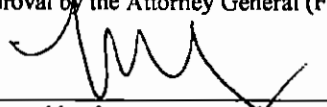
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive, Concord, NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$620,296.52
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack  On November 8, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: center;"> <b>KATHY L. HOWARD</b> Notary Public, New Hampshire                      My Commission Expires October 16, 2018                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Fole - Attorney 11/29/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

*R-L*  
11/8/16

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials RE  
Date 11/8/16

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials

Date

  
11/18/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.

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Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:

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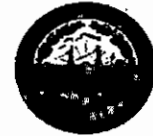


Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
- 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
- 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
- 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
- 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
- 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
- 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
- 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.

2.2. Required Services

- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
  - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
  - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
  - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
  - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
  - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
  - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
  - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
  - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
- 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:

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Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.

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Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.

*A.P.*  
*11/8/10*



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
  - 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
  - 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
  - 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
  - 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
  - 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
  - 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
  - 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
  - 2.2.4.15. Participate in VAMC program meetings.
  - 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
- 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

R.P.  
11/16/16



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.

*[Handwritten Signature]*  
*[Handwritten Date: 11/8/16]*





Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:

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Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

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Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.

*RGP*  
11/18/16



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.

*[Handwritten Signature]*  
 Date 1/15/16



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.

*[Handwritten Signature]*  
Date 1/8/16



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
  - 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
- 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
- 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:

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11/15/16



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

**6. Deliverables**

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.

*AS*  
*11/5/10*





## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must:
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301

*[Handwritten Signature]*  
Date 11/5/16



Exhibit B

- 
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

*RS*  
11/5/16

**Exhibit B-1**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Community Action Program Belknap & Merrimack County

Budget Request for: ServiceLink Resource Center  
(Name of RFP)

Budget Period: 1/1/2017 - 6/30/17

	Direct	Indirect	Total
1. Total Salary/Wages	\$ 100,914.00	\$ 3,500.00	\$ 104,414.00
2. Employee Benefits	\$ 39,606.00	\$ 900.00	\$ 40,506.00
3. Consultants	\$ 500.00	\$ -	\$ 500.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,775.52	\$ -	\$ 2,775.52
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 300.00	\$ -	\$ 300.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 2,350.00	\$ 300.00	\$ 2,650.00
6. Travel	\$ 2,800.00	\$ -	\$ 2,800.00
7. Occupancy	\$ 8,700.00	\$ 8,200.00	\$ 16,900.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ 2,400.00	\$ 225.00	\$ 2,625.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 250.00	\$ 250.00
Insurance	\$ -	\$ 1,000.00	\$ 1,000.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,775.00	\$ -	\$ 4,775.00
11. Staff Education and Training	\$ 1,950.00	\$ -	\$ 1,950.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Printing	\$ 1,140.00	\$ 35.00	\$ 1,175.00
Volunteer Travel	\$ 800.00	\$ -	\$ 800.00
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 170,210.52</b>	<b>\$ 14,410.00</b>	<b>\$ 184,620.52</b>

Indirect As A Percent of Direct

8.5%

Contractor Initials: RJP

Date: 11/15/16

**Exhibit B-2**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Community Action Program Belknap & Merrimack County

Budget Request for: ServiceLink Resource Center  
(Name of RFP)

Budget Period: 7/1/2017 - 6/30/2018

1. Total Salary/Wages	\$ 191,610.00	\$ 7,000.00	\$ 198,610.00
2. Employee Benefits	\$ 79,367.00	\$ 1,800.00	\$ 81,167.00
3. Consultants	\$ 650.00	\$ -	\$ 650.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 4,700.00	\$ 1,100.00	\$ 5,800.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ 17,400.00	\$ 16,400.00	\$ 33,800.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,800.00	\$ -	\$ 1,800.00
Postage	\$ 4,650.00	\$ 450.00	\$ 5,100.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,000.00	\$ 500.00	\$ 2,500.00
Insurance	\$ -	\$ 2,125.00	\$ 2,125.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,211.00	\$ -	\$ 3,211.00
11. Staff Education and Training	\$ 3,150.00	\$ -	\$ 3,150.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Printing	\$ 2,950.00	\$ 700.00	\$ 3,650.00
Volunteer Travel	\$ 1,700.00	\$ -	\$ 1,700.00
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 318,188.00</b>	<b>\$ 30,075.00</b>	<b>\$ 348,263.00</b>

Indirect As A Percent of Direct

9.5%

Contractor Initials: 

Date: 11/15/16

**Exhibit B-3**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Community Action Program Belknap & Merrimack County

Budget Request for: ServiceLink Resource Center  
(Name of RFP)

Budget Period: 7/1/2018 - 9/30/2018

	Direct	Indirect	Total
1. Total Salary/Wages	\$ 52,566.00	\$ 1,750.00	\$ 54,316.00
2. Employee Benefits	\$ 19,062.00	\$ 450.00	\$ 19,512.00
3. Consultants	\$ 350.00	\$ -	\$ 350.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,150.00	\$ 275.00	\$ 1,425.00
6. Travel	\$ 600.00	\$ -	\$ 600.00
7. Occupancy	\$ 4,350.00	\$ 4,100.00	\$ 8,450.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 450.00	\$ -	\$ 450.00
Postage	\$ 600.00	\$ 100.00	\$ 700.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 125.00	\$ 125.00
Insurance	\$ -	\$ 535.00	\$ 535.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 350.00	\$ -	\$ 350.00
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Printing	\$ 225.00	\$ 75.00	\$ 300.00
Volunteer Travel	\$ 200.00	\$ -	\$ 200.00
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 80,003.00</b>	<b>\$ 7,410.00</b>	<b>\$ 87,413.00</b>

Indirect As A Percent of Direct

9.3%

Contractor Initials:

Date:

*R G*  
*11/8/18*



**SPECIAL PROVISIONS**

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

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



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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit C



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

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





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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

RJR  
11/30/16



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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*11/8/10*

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

11/8/2016  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

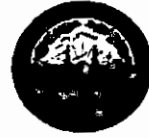
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

11/8/2016  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*  
Date *11/8/10*



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**


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

Contractor Name:

Community Action Program Belknap-Merrimack Counties, Inc.

11/8/2016  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

  
11/5/16





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

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

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

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

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

Exhibit G

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

Contractor Initials

*AS*

Date

11/8/10

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

11/8/2016  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Exhibit G

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

Contractor Initials AL

Date 11/8/16



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the Service Link Resource Center Contract**

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Development of Strafford Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 113 Crosby Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$167,879.72, to read:  
\$587,377.16.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - A. Required Services
    - a. A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
      - i. NH Family Caregiver Program
      - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
    - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:



NH Department of Health & Human Services  
Service Link Resource Center

- i. NH Family Caregiver Program
  - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
- A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:
- i. Parish Nurse
  - ii. SS Administration
  - iii. Low income housing sites and senior centers
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:  
 Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.
  7. Delete Exhibit B-2, Budget, in its entirety and replace with Exhibit B-2, Budget – Amendment #1.
  8. Delete Exhibit B-3, Budget, in its entirety and replace with Exhibit B-3, Budget – Amendment #1.
  9. Add Exhibit K, DHHS Information Security Requirements.

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

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

6/5/18  
Date

State of New Hampshire  
Department of Health and Human Services  
  
\_\_\_\_\_  
Christine Tappan  
Associate Commissioner

5/22/18  
Date

Behavioral Health & Development of Strafford, Inc.  
  
\_\_\_\_\_  
NAME Kathleen Boisclair  
TITLE President



NH Department of Health & Human Services  
Service Link Resource Center

Acknowledgement:

State of NH, County of Strafford on 5/22/18, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Pamela B Thyng  
Name and Title of Notary or Justice of the Peace

Pamela B Thyng  
Grant water

PAMELA BECKER THYNG, Notary Public  
State of New Hampshire  
My Commission Expires April 19, 2022



NH Department of Health & Human Services  
Service Link Resource Center

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

OFFICE OF THE ATTORNEY GENERAL

4/7/16  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Appendix D - Budget Form  
Exhibit B-2 - Amendment #1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Behavioral Health & Developmental Services of Stafford County db/a  
Bidder/Program Name: Community Partners

Improving Access to Information and Services for Individuals and  
Families Needing Long Term Supports and Services:  
Budget Request for: New Hampshire ServiceLink Program  
(name of PPP)

Budget Period: 7/1/17 - 6/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 158,333.00	\$ -	\$ 158,333.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 148,333.00	\$ -	\$ 148,333.00
2. Employee Benefits	\$ 70,402.00	\$ -	\$ 70,402.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 65,902.00	\$ -	\$ 65,902.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 1,950.00	\$ 1,950.00
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 100.00	\$ -	\$ 100.00	\$ 1,400.00	\$ -	\$ 1,400.00
7. Occupancy	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 10,800.00	\$ 10,800.00
8. Current Expenses	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 800.00	\$ -	\$ 800.00	\$ 8,200.00	\$ -	\$ 8,200.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 238,238.00	\$ 14,000.00	\$ 252,238.00	\$ 16,400.00	\$ 1,250.00	\$ 17,650.00	\$ 213,835.00	\$ 12,748.00	\$ 226,583.00
Indirect As A Percent of Direct		5.9%			8.1%			5.7%	

Contractor Initials: **K.B**  
Date: **5/22/18**

Appendix D - Budget Form  
Exhibit B-3 - Amendment #1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Behavioral Health & Developmental Services of Strafford County db/a  
Community Partners

Improving Access to Information and Services for Individuals and  
Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLine Program  
(Name of RFP)

Budget Period: 7/1/19 - 6/30/19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 158,000.00	\$ -	\$ 158,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 150,000.00	\$ -	\$ 150,000.00
2. Employee Benefits	\$ 73,000.00	\$ -	\$ 73,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 70,000.00	\$ -	\$ 70,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 500.00	\$ 500.00
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 500.00	\$ -	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 2,942.00	\$ -	\$ 2,942.00	\$ 4,058.00	\$ -	\$ 4,058.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 239,800.00	\$ 14,000.00	\$ 253,800.00	\$ 14,442.00	\$ 13,500.00	\$ 27,942.00	\$ 225,858.00	\$ 600.00	\$ 226,458.00
Indirect As A Percent of Direct		5.8%			93.5%			0.2%	

K.B.  
Contractor Initials  
Date: 7/2/19





A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or



consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not



use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department



confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

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

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

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in





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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

## VI. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

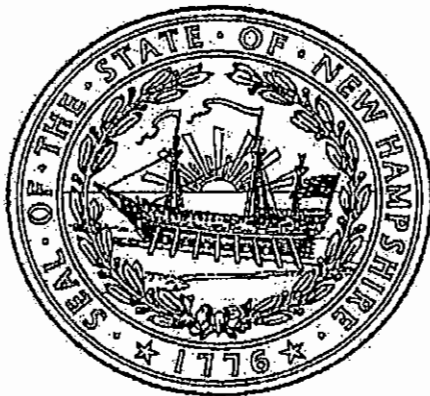
**State of New Hampshire**  
**Department of State**

CERTIFICATE

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

Business ID: 62273

Certificate Number : 0004074066



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 22, 2018:

(Date)

RESOLVED: That the President

Kathleen Boisclair

(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 22nd day of May 2018.

(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

Ann Landry  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of

Strafford

The forgoing instrument was acknowledged before me this 22 day of May, 2018.

By

Ann Landry

(Name of Elected Officer of the Agency)

Pamela B. Thyrng  
(Notary Public/Justice of the Peace)

(NOTARY-SEAL)

PAMELA BECKER THYNG, Notary Public  
State of New Hampshire

Commission Expires: My Commission Expires April 18, 2022

# State of New Hampshire

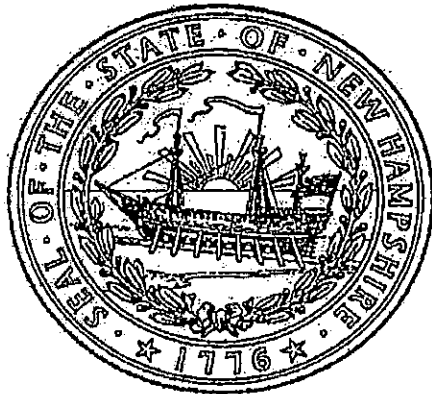
## Department of State

### CERTIFICATE

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

Business ID: 455172

Certificate Number : 0004074061



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2017

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Renee Skillings
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: rskillings@crossagency.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: AIG Property Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 17/18 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1731094	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1731111	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB605327	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC012883756 States (3a.) NH All Officers Included	11/16/2017	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1731094	11/1/2017	11/1/2018	Limit \$1,000,000
A	Directors & Officers		PHSD1290178	11/1/2017	11/1/2018	Limit \$5,000,000 Ded: \$35,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of NH  
Dept of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Michael Guarino/DL3

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113 Crosby Road  
Suite 1  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-3244

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

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

A United Way  
Partner Agency



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

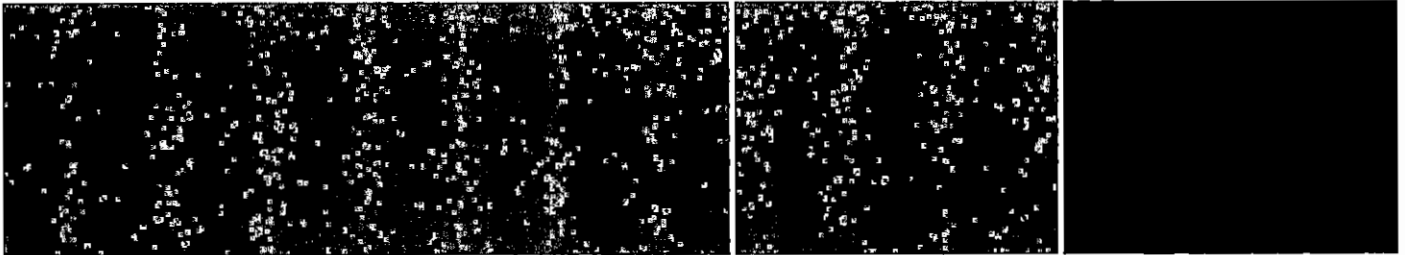
**Vision:** We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

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

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

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

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



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

June 30, 2017 and 2016

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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



***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

***Supplementary Information***

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

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 24, 2017

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

**Consolidated Statements of Financial Position**

**June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 3,476,548	\$ 1,880,722
Restricted cash	99,423	102,657
Accounts receivable, net of allowance for doubtful accounts	1,025,322	1,529,747
Grants receivable	50,341	250,836
Prepaid expenses	360,389	192,015
Property and equipment, net	<u>2,147,443</u>	<u>2,017,475</u>
 Total assets	 <u>\$ 7,159,466</u>	 <u>\$ 5,973,452</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 1,963,800	\$ 2,032,650
Estimated third-party liability	1,311,720	381,472
Loan fund	89,294	89,204
Notes payable	<u>1,083,830</u>	<u>1,129,241</u>
 Total liabilities	 <u>4,448,644</u>	 <u>3,632,567</u>
<b>Net assets</b>		
Unrestricted	2,593,985	2,340,559
Temporarily restricted	<u>116,837</u>	<u>326</u>
 Total net assets	 <u>2,710,822</u>	 <u>2,340,885</u>
 Total liabilities and net assets	 <u>\$ 7,159,466</u>	 <u>\$ 5,973,452</u>

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

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

**Consolidated Statements of Activities**

**Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,324,616	\$ 23,221,683
Medicare revenue	184,278	233,703
Client resources	1,613,918	1,512,323
Contract revenue	1,461,970	1,317,071
Grant income	613,657	729,354
Interest income	46	414
Other program revenue	328,173	145,867
Public support	71,576	115,856
Other revenue	<u>173,780</u>	<u>208,987</u>
Total public support and revenue	<u>27,772,014</u>	<u>27,485,258</u>
Net assets released from restrictions	<u>47,114</u>	<u>26,935</u>
Total public support, revenue, and releases	<u>27,819,128</u>	<u>27,512,193</u>
Expenses		
Program services		
Case management	854,809	872,909
Day programs and community support	3,984,617	4,173,872
Early support services and youth and family	3,290,272	3,212,331
Family support	562,283	575,952
Residential services	4,873,525	5,213,432
Combined residential, day and consolidated services	7,100,007	6,451,472
Adult services	2,241,375	2,705,789
Emergency services	399,991	467,770
Other	<u>1,195,379</u>	<u>940,101</u>
Total program expenses	<u>24,502,258</u>	<u>24,613,628</u>
Supporting services		
General management	<u>3,063,444</u>	<u>2,661,643</u>
Total expenses	<u>27,565,702</u>	<u>27,275,271</u>
Change in unrestricted net assets	<u>253,426</u>	<u>236,922</u>
Changes in temporarily restricted net assets		
United Way allocation	17,251	9,371
Grant income - New Hampshire Department of Transportation	146,374	-
Net assets released from restrictions	<u>(47,114)</u>	<u>(26,935)</u>
Change in temporarily restricted net assets	<u>116,511</u>	<u>(17,564)</u>
Change in net assets	<u>369,937</u>	<u>219,358</u>
Net assets, beginning of year	<u>2,340,885</u>	<u>2,121,527</u>
Net assets, end of year	\$ <u>2,710,822</u>	\$ <u>2,340,885</u>

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

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

Consolidated Statement of Functional Revenue and Expenses  
Year Ended June 30, 2017

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential and Community Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 845,008	\$ 3,755,182	\$ 3,335,086	\$ 284,257	\$ 5,348,350	\$ 7,151,648	\$ 2,530,453	\$ 71,350	\$ 35,402	\$ 23,282,616	\$ -	\$ 23,294,916
Miscellaneous revenue	-	14,310	-	-	681,570	345,715	169,668	23,235	-	134,378	22,860	184,378
Grant revenues	565,725	1,879,781	325,276	29,470	143,815	4,325,225	172,209	143,841	132,071	1,648,664	62,860	1,812,818
Contract support	53,217	28,482	79,853	29,271	4,668	4,333	60,202	143,841	247,793	602,948	10,414	813,527
Interest income	-	-	-	-	-	-	-	-	242,868	322,173	48	46
Other program revenue	16,549	79,307	2,113	11,815	-	601	500	-	31,189	63,807	6,000	299,173
Other support	5,769	4,298	54	-	23,125	1,241	12,824	35	118,020	137,224	12,748	271,918
Other revenue	481	4,298	54	-	23,125	1,241	12,824	35	118,020	137,224	12,748	271,918
<b>Total functional public support and revenue</b>	\$ 676,208	\$ 4,209,835	\$ 4,042,100	\$ 398,819	\$ 6,074,884	\$ 7,638,965	\$ 2,694,873	\$ 243,781	\$ 640,583	\$ 27,666,248	\$ 267,768	\$ 27,934,016
Net assets obtained from restrictions	4,187	-	-	-	-	-	-	-	29,883	47,114	-	47,114
<b>Total public support, revenue and licenses</b>	\$ 680,395	\$ 4,209,835	\$ 4,042,100	\$ 398,819	\$ 6,074,884	\$ 7,638,965	\$ 2,694,873	\$ 243,781	\$ 670,466	\$ 27,713,362	\$ 267,768	\$ 27,981,124
<b>Expenses</b>												
Salaries and wages	\$ 222,218	\$ 2,004,073	\$ 2,083,400	\$ 137,853	\$ 600,072	\$ 1,706,618	\$ 1,482,731	\$ 252,650	\$ 642,244	\$ 8,445,812	\$ 1,270,841	\$ 11,398,873
Employee benefits	122,478	500,247	479,846	34,056	141,200	194,172	200,707	58,509	211,048	1,509,381	429,110	2,285,471
Contract support	28,914	18,242	18,111	10,381	4,054	128,201	81,118	18,839	83,540	428,852	11,842	524,277
Contracted support staff	-	7,119	4,650	240,453	2,834,360	1,344,752	2,175	-	23,101	4,826,623	15,846	4,842,469
Client treatment services	23,673	587	83,857	1,684	13,308	31,691	72,658	47,853	-	278,669	1,784	228,873
Client therapies	48,170	56,343	85,473	6,377	21,342	22,084	47,853	31,476	21,329	321,461	77,681	399,212
Professional fees and consultants	3,564	12,238	17,872	2,917	10,121	2,670	12,151	5,113	4,817	43,777	31,322	49,529
Staff development and training	-	61,758	85,078	-	2,700	28,800	12,317	1,313	5,572	183,738	10,231	203,514
Rent	-	43,788	18,477	1,827	4,168	17,719	21,206	6,440	25,028	250,983	10,231	309,314
Utilities	197	41,479	37,840	5,487	6,818	47,098	45,717	8,326	23,824	132,333	43,831	176,177
Building maintenance and repairs	3,845	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149
Building occupancy costs	7,181	41,060	48,848	2,204	6,194	8,231	28,250	2,129	12,840	182,560	62,154	235,009
Building and housing	47	18,490	8,618	720	1,941	5,221	7,481	427	4,842	42,807	14,624	57,431
Client commodities	382	26,835	2,238	6,292	4,208	76,584	6,897	197	1,381	130,647	8,099	138,142
Medical	-	32,297	30,491	2,506	4,812	4,785	18,785	3,262	1,325	1,127	1,174	2,208
Equipment	79,285	174,861	67,003	6,876	30,518	28,514	21,577	8,163	24,411	362,228	60,524	442,752
Depreciation	113	621	669	40	148	224	664	79	2,155	4,834	3,359	8,238
Advertising	129	571	4,884	771	131	203	339	71	295	7,444	1,174	8,618
Printing	17,208	2,467	2,467	2,467	2,467	2,467	2,467	2,467	2,467	2,467	2,467	2,467
Telephone and communications	294	4,687	4,687	4,687	4,687	4,687	4,687	4,687	4,687	4,687	4,687	4,687
Transportation	13,827	184,547	37,639	3,078	14,413	133,684	2,062	2,062	10,281	447,208	21,085	468,293
Insurance	13,684	20,314	1,879	80,828	2,440	16,222	507	60	25,348	176,817	1,015	171,602
Assistance to health plans	6,221	38,185	28,908	2,497	6,153	11,950	22,330	3,048	8,048	128,784	21,707	151,591
Interest	844	18,626	4,126	815	2,782	6,128	4,264	1,264	4,327	42,418	68,132	76,222
Other	26	183	103	8	29	37	63	18	25,837	28,610	4,820	33,231
<b>Total expenses</b>	\$ 24,899	\$ 3,084,617	\$ 3,260,272	\$ 587,281	\$ 4,879,529	\$ 3,000,201	\$ 2,241,375	\$ 292,891	\$ 1,195,279	\$ 14,807,294	\$ 3,083,444	\$ 17,890,738
Increase (decrease) in unrestricted net assets	\$ 107,583	\$ 315,222	\$ 784,828	\$ 183,538	\$ 1,201,359	\$ 438,764	\$ 717,497	\$ 168,780	\$ 624,833	\$ 3,011,104	\$ 2,797,678	\$ 253,470

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2016

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 853,637	\$ 3,770,000	\$ 3,683,028	\$ 218,963	\$ 5,218,878	\$ 6,643,290	\$ 2,394,701	\$ 80,625	\$ 40,443	\$ 23,221,693	\$ -	\$ 23,221,693
Medicare revenue	-	43,883	(4,133)	-	-	-	209,655	(15,803)	-	233,703	-	233,703
Client resources	26,518	79,359	318,536	(682)	668,812	308,842	134,095	28,843	-	1,512,023	300	1,512,323
Contract revenue	40,502	253,723	303,718	38,965	-	30,635	60,310	103,598	162,079	1,033,168	283,883	1,317,051
Grant income	-	20,268	115,549	4,452	-	15,599	91,148	-	507,312	724,354	5,000	729,354
Interest income	-	-	-	-	-	-	-	-	-	-	-	414
Other program revenue	-	68,635	936	-	6,776	48,759	-	-	300	127,527	18,340	146,667
Public support	13,180	9,322	10,106	41,038	-	-	25	-	37,882	111,553	4,303	115,656
Other revenue	598	21,759	2,325	95	11,157	9,333	20,783	-	127,163	189,414	19,573	208,587
<b>Total functional public support and revenue</b>	<b>934,456</b>	<b>4,257,129</b>	<b>4,410,168</b>	<b>302,441</b>	<b>5,903,521</b>	<b>7,372,453</b>	<b>2,850,717</b>	<b>197,363</b>	<b>875,179</b>	<b>27,153,443</b>	<b>331,813</b>	<b>27,485,256</b>
Net assets released from restrictions	4,800	-	4,571	-	-	-	-	-	17,564	28,829	-	28,829
<b>Total public support, revenue and releases</b>	<b>939,256</b>	<b>4,257,129</b>	<b>4,414,739</b>	<b>302,441</b>	<b>5,903,521</b>	<b>7,372,453</b>	<b>2,850,717</b>	<b>197,363</b>	<b>892,743</b>	<b>27,182,272</b>	<b>331,813</b>	<b>27,514,085</b>
<b>Expenses</b>												
Salaries and wages	539,414	2,224,852	2,156,753	141,831	647,496	1,680,037	1,575,073	326,478	473,703	9,765,435	1,700,701	11,498,141
Employee benefits	126,623	541,750	431,718	47,948	185,940	293,108	546,259	89,083	168,150	2,405,082	264,665	2,669,747
Payroll taxes	38,187	169,398	152,580	10,508	48,012	123,820	109,214	23,277	49,089	725,050	87,871	812,621
Contracted substitute staff	966	7,538	6,530	333	1,219	2,217	9,783	1,120	271	26,529	68,532	95,161
Client treatment services	-	9,354	524	217,874	3,121,485	1,388,959	9,278	-	18,626	4,794,827	500	4,795,227
Client therapies	25,575	1,965	91,842	2,165	23,021	21,832	54,212	-	-	220,713	1,803	222,516
Professional fees and consultants	52,641	44,882	47,969	10,949	21,609	41,143	50,929	8,976	9,939	289,014	108,440	397,454
Subcontractors	-	480,118	-	-	1,043,811	2,429,052	1,891	-	-	3,955,372	-	3,955,372
Staff development/training	1,202	3,416	13,222	2,283	971	9,088	11,639	581	1,875	44,364	33,977	78,341
Rent	-	64,405	44,107	-	2,450	2,450	68,087	-	18,560	200,050	37,191	237,250
Utilities	2,704	34,248	12,474	2,704	10,953	29,598	10,611	-	17,108	120,398	12,753	133,149
Building maintenance and repairs	1,054	22,333	9,880	1,040	15,145	27,336	10,128	-	540	94,185	12,244	106,440
Other occupancy costs	1,721	27,726	11,861	1,721	5,054	29,302	15,851	-	18,633	112,009	10,787	122,808
Office	1,227	15,629	8,784	875	3,489	6,089	4,083	697	7,903	48,945	51,281	100,227
Building and housing	642	15,439	5,215	226	3,321	7,214	5,967	307	1,272	33,003	11,055	50,608
Client consumables	1,572	24,813	2,970	6,029	10,315	98,067	3,100	94	1,820	108,376	3,046	111,422
Medical	-	263	274	-	2,742	80	330	25	4	3,718	463	4,181
Equipment maintenance	5,421	25,010	23,767	2,623	5,785	16,973	29,235	4,485	5,110	121,439	27,300	148,739
Depreciation	23,943	81,576	52,657	7,948	28,042	50,965	50,139	7,630	3,648	305,628	76,717	382,345
Advertising	-	-	-	-	-	-	-	-	417	417	-	2,594
Printing	34	233	4,535	11	88	168	161	26	8	5,288	(16)	5,250
Telephones/communications	1,818	32,829	24,088	401	14,963	23,374	24,842	1,521	30,873	158,407	28,170	182,577
Postage and shipping	823	3,360	4,338	268	879	1,772	5,095	620	1,732	18,951	3,709	22,660
Transportation	20,146	243,510	43,121	2,750	16,785	139,079	34,613	1,120	7,189	527,233	12,220	539,553
Aidance to individuals	9,917	37,947	600	107,013	-	38,723	-	-	25,894	220,064	621	220,705
Insurance	11,984	54,994	95,031	3,694	14,947	25,631	51,878	7,059	27,633	249,158	34,781	283,937
Membership dues	240	848	2,839	83	304	322	2,205	204	57	7,539	94,262	71,624
Interest	2,947	4,716	5,371	2,388	2,113	4,039	4,029	653	10,926	37,154	5,581	42,915
Other	40	337	156	2,654	49	90	191	31	37,407	40,953	1,397	42,352
<b>Total expenses</b>	<b>872,909</b>	<b>4,173,872</b>	<b>3,212,331</b>	<b>576,852</b>	<b>5,213,432</b>	<b>6,451,472</b>	<b>2,705,789</b>	<b>487,770</b>	<b>940,101</b>	<b>24,813,828</b>	<b>2,681,843</b>	<b>27,275,271</b>
Increase (decrease) in unrestricted net assets	\$ 66,347	\$ 83,257	\$ 1,202,406	\$ (273,511)	\$ 690,069	\$ 940,981	\$ 174,928	\$ (270,407)	\$ (47,958)	\$ 2,568,752	\$ (2,329,830)	\$ 238,922

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

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

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 369,937	\$ 219,358
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	442,753	382,345
Change in allowance for doubtful accounts	(180,000)	86,100
Grant revenue for capital purchases	(146,374)	-
(Increase) decrease in		
Restricted cash	3,234	17,983
Accounts receivable, trade	684,425	445,504
Grants receivable	200,495	(150,921)
Prepaid expenses	(168,374)	(49,752)
Increase (decrease) in		
Accounts payable and accrued expenses	(35,598)	9,977
Estimated third-party liability	930,248	131,955
Loan fund	90	89
	<u>2,100,836</u>	<u>1,092,638</u>
Net cash provided by operating activities		
Cash flows from investing activities		
Acquisition of equipment	<u>(459,597)</u>	<u>(111,427)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	321,350	-
Principal payments on long-term borrowings	<u>(366,763)</u>	<u>(187,370)</u>
Net cash used by financing activities	<u>(45,413)</u>	<u>(187,370)</u>
Net increase in cash and cash equivalents	1,595,826	793,841
Cash and cash equivalents, beginning of year	<u>1,880,722</u>	<u>1,086,881</u>
Cash and cash equivalents, end of year	\$ <u>3,476,548</u>	\$ <u>1,880,722</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	\$ -	\$ 76,120
Acquisition of property and equipment with accounts payable	\$ -	\$ 33,252
Noncash transaction - Refinancing of long-term debt	\$ -	\$ 355,000

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**Nature of Activities**

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

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

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

The Foundation received and disbursed the following funds:

	<u>2017</u>	<u>2016</u>
Funds received	\$ 25,074	\$ 36,782
Funds disbursed	<u>23,131</u>	<u>31,916</u>
	<u>\$ 1,943</u>	<u>\$ 4,866</u>

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

Funds received	\$ 340,624
Funds disbursed	<u>257,624</u>
	<u>\$ 83,000</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

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

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**Use of Estimates**

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

**Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2017 and 2016, the Organization had no permanently restricted net assets.

**Contributions**

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**Income Taxes**

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

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



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

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2017 and 2016.

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

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2017 and 2016, allowances were recorded in the amount of \$371,100 and \$551,100, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

**Estimated Third-Party Liability**

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

**Functional Allocation of Expenses**

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

**2. Restricted Cash**

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2017 and 2016, the Organization held cash totaling \$89,294 and \$89,204, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2017 and 2016, the Organization held cash totaling \$10,129 and \$13,453, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,713,390	1,569,604
Vehicles	912,549	718,116
Equipment and furniture	<u>3,051,825</u>	<u>2,929,831</u>
	<u>7,537,657</u>	<u>7,077,444</u>
Less accumulated depreciation	<u>5,390,214</u>	<u>5,059,969</u>
	<u>\$ 2,147,443</u>	<u>\$ 2,017,475</u>

**4. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 5.25% and 4.50% at June 30, 2017 and 2016, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2017 and 2016, there was no outstanding balance on the line of credit.

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

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**5. Notes Payable**

Notes payable consisted of the following:

	<u>2017</u>	<u>2016</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	<b>222,513</b>	238,038
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment. Note payable was paid in full during 2017.	-	102,707
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	<b>259,252</b>	368,150
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	<b>154,285</b>	193,554
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	<b>140,053</b>	152,896
Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final payment which shall be the unpaid balance at maturity; collateralized by vehicles. The four loans payable were paid in full during 2017.	-	73,896
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 will be due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	<b>131,350</b>	-
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	<u>176,377</u>	<u>-</u>
	<b><u>\$ 1,083,830</u></b>	<b><u>\$ 1,129,241</u></b>

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

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

2018	\$ 232,815
2019	253,825
2020	171,457
2021	139,355
2022	109,582
Thereafter	<u>176,796</u>
	<u>\$ 1,083,830</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2017 and 2016, temporarily restricted net assets were \$116,837 and \$326, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from March 2018 through June 2022. Total rent expense charged to operations was \$266,914 in 2017 and \$237,250 in 2016.

Future minimum operating lease payments are as follows:

2018	\$ 266,632
2019	105,094
2020	107,316
2021	89,658
2022	<u>72,000</u>
	<u>\$ 640,700</u>

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

**Self-Insurance**

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. As of June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported. As of June 30, 2017, there were no remaining claims under the policy; therefore, no such accrual has been recorded.

**Litigation**

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

**8. Concentrations**

For the years ended June 30, 2017 and 2016, approximately 84% of the public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2017</u>	<u>2016</u>
Developmental Services	\$ 834,364	\$ 1,097,832
Behavioral Health Services	<u>106,029</u>	<u>312,439</u>
	<u>\$ 940,393</u>	<u>\$ 1,410,271</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expired in September 2016. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

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

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

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

**9. Retirement Plan**

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2017, the Organization made an additional, one-time, discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2017 were \$223,108. There were no employer discretionary contributions for the year ending June 30, 2016. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

**10. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2017, which is the date that the consolidated financial statements were available to be issued.

**SUPPLEMENTARY INFORMATION**

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

Consolidating Statements of Financial Position

June 30, 2017 and 2016

	2017					2016						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
<b>ASSETS</b>												
Cash and cash equivalents	\$ 2,348,428	\$ 1,038,262	\$ 8,857	\$ 83,000	\$ -	\$ 3,478,548	\$ 1,121,078	\$ 869,201	\$ 9,298	\$ 81,057	\$ -	\$ 1,880,722
Restricted cash	99,423	-	-	-	-	99,423	102,657	-	-	-	-	102,657
Accounts receivable, net of allowance for doubtful accounts	862,881	1,189,846	61	-	(1,037,588)	1,025,322	1,152,577	1,358,577	59	-	(881,486)	1,529,747
Grants receivable	12,451	37,890	-	-	-	50,341	21,080	228,776	-	-	-	250,836
Prepaid expenses	186,522	173,867	-	-	-	360,389	62,729	99,288	-	-	-	162,015
Interest in net assets of subsidiaries	81,874	-	-	-	(81,874)	-	81,000	-	-	-	(81,000)	-
Property and equipment, net	1,792,348	386,098	-	-	-	2,147,442	1,578,374	441,101	-	-	-	2,017,475
<b>Total assets</b>	<b>\$ 5,352,027</b>	<b>\$ 2,835,061</b>	<b>\$ 8,918</b>	<b>\$ 83,000</b>	<b>\$ (1,119,840)</b>	<b>\$ 7,199,466</b>	<b>\$ 4,147,473</b>	<b>\$ 2,798,031</b>	<b>\$ 9,357</b>	<b>\$ 81,057</b>	<b>\$ (1,062,486)</b>	<b>\$ 5,973,452</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>												
<b>Liabilities</b>												
Accounts payable and accrued expenses	\$ 2,859,068	\$ 432,364	\$ 9,944	\$ -	\$ (1,037,568)	\$ 1,963,800	\$ 2,509,585	\$ 495,137	\$ 9,414	\$ -	\$ (881,466)	\$ 2,032,650
Refundable advances	1,083,873	227,847	-	-	-	1,311,720	250,274	131,198	-	-	-	381,472
Loan fund	89,294	-	-	-	-	89,294	89,294	-	-	-	-	89,294
Notes payable	329,544	154,288	-	-	-	483,832	639,288	102,955	-	-	-	1,129,241
<b>Total liabilities</b>	<b>4,691,779</b>	<b>814,497</b>	<b>9,944</b>	<b>-</b>	<b>(1,037,568)</b>	<b>4,448,644</b>	<b>3,785,329</b>	<b>819,290</b>	<b>9,414</b>	<b>-</b>	<b>(881,466)</b>	<b>3,632,957</b>
<b>Net assets (deficit)</b>												
Unrestricted	673,411	2,020,674	(1,028)	83,000	(81,874)	2,583,985	381,818	1,078,741	(57)	81,057	(81,000)	2,340,559
Temporarily restricted	116,837	-	-	-	-	116,837	328	-	-	-	-	328
<b>Total net assets (deficit)</b>	<b>790,248</b>	<b>2,020,674</b>	<b>(1,028)</b>	<b>83,000</b>	<b>(81,874)</b>	<b>2,710,822</b>	<b>362,144</b>	<b>1,078,741</b>	<b>(57)</b>	<b>81,057</b>	<b>(81,000)</b>	<b>2,340,887</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 5,352,027</b>	<b>\$ 2,835,061</b>	<b>\$ 8,918</b>	<b>\$ 83,000</b>	<b>\$ (1,119,840)</b>	<b>\$ 7,199,466</b>	<b>\$ 4,147,473</b>	<b>\$ 2,798,031</b>	<b>\$ 9,357</b>	<b>\$ 81,057</b>	<b>\$ (1,062,486)</b>	<b>\$ 5,973,452</b>

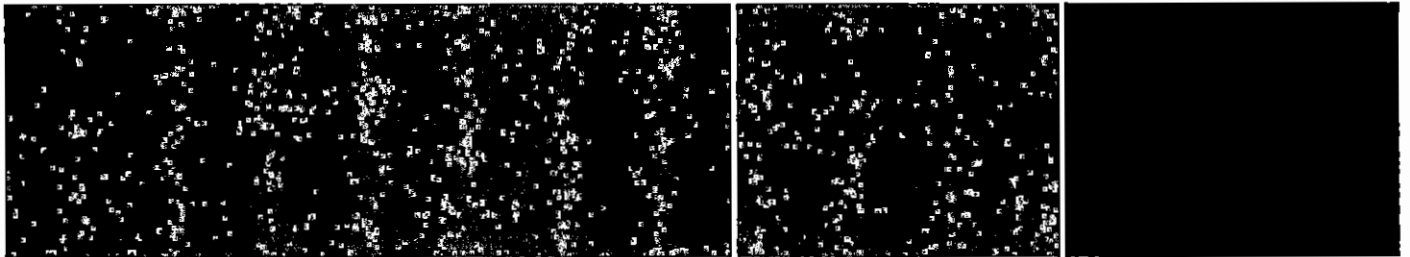


BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2017 and 2016

	2017					2016						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
<b>Changes in unrestricted net assets (deficit)</b>												
Public support and revenue												
Medicaid revenue	\$ 17,477,740	\$ 5,846,578	\$ -	\$ -	\$ -	\$ 23,324,318	\$ 16,951,030	\$ 6,270,653	\$ -	\$ -	\$ -	\$ 23,221,683
Medicare revenue	-	184,278	-	-	-	184,278	-	233,703	-	-	-	233,703
Client resources	1,223,062	380,558	-	-	-	1,603,620	1,125,328	388,985	-	-	-	1,514,313
Contract revenue	601,151	880,819	-	-	-	1,481,970	521,758	785,313	-	-	-	1,307,071
Grant income	221,885	381,772	-	-	-	603,657	144,384	584,960	-	-	-	729,344
Interest income	-	46	-	-	-	46	-	414	-	-	-	414
Other program income	328,173	-	-	-	-	328,173	145,867	-	-	-	-	145,867
Public support	40,255	6,247	-	25,074	-	71,576	74,877	4,197	-	36,782	-	115,856
Other revenue	135,712	38,010	100,302	-	(102,245)	171,780	164,810	49,044	112,131	-	(118,988)	208,887
Total public support and revenue	20,028,979	7,719,904	100,302	25,074	(102,245)	27,772,014	19,128,064	8,325,279	112,131	36,782	(116,988)	27,485,258
Net assets released from restrictions	41,356	5,768	-	-	-	47,124	24,932	2,002	-	-	-	26,934
Total public support, revenue and reclassifications	20,070,335	7,725,672	100,302	25,074	(102,245)	27,819,138	19,152,996	8,327,282	112,131	36,782	(116,988)	27,512,192
<b>Expenses</b>												
Program services												
Case management	864,809	-	-	-	-	864,809	872,809	-	-	-	-	872,809
Day programs and community support	3,287,428	697,169	-	-	-	3,984,597	3,478,273	695,599	-	-	-	4,173,872
Early support services and youth and family	915,875	2,374,397	-	-	-	3,290,272	901,916	2,310,415	-	-	-	3,212,331
Family support	882,283	-	-	-	-	882,283	575,952	-	-	-	-	575,952
Residential services	4,873,525	-	-	-	-	4,873,525	5,213,427	5	-	-	-	5,213,432
Combined residential, day and consolidated services	7,100,007	-	-	-	-	7,100,007	6,481,472	-	-	-	-	6,481,472
Adult services	192,802	2,048,773	-	-	-	2,241,575	176,214	2,528,575	-	-	-	2,705,789
Emergency services	-	399,991	-	-	-	399,991	-	467,770	-	-	-	467,770
Other	405,109	786,138	101,271	23,131	(101,271)	1,195,379	273,811	834,574	111,574	31,916	(111,574)	840,101
Total program expenses	16,192,638	6,286,489	101,271	23,131	(101,271)	24,502,258	17,943,774	6,637,838	111,574	31,916	(111,574)	24,613,628
Supporting services												
General management	1,685,164	1,387,349	-	-	-	3,063,444	1,211,932	1,449,711	-	-	-	2,661,643
Total expenses	19,858,742	7,683,829	101,271	23,131	(101,271)	27,565,702	19,155,708	8,087,849	111,574	31,916	(111,574)	27,275,271
Change in unrestricted net assets (deficit)	211,593	41,823	(689)	1,943	(974)	255,428	(2,710)	229,833	557	4,866	(5,424)	236,922
<b>Changes in temporarily restricted net assets</b>												
United Way allocation	11,493	5,758	-	-	-	17,251	7,368	2,003	-	-	-	9,371
Grant income	146,374	-	-	-	-	146,374	-	-	-	-	-	146,374
Net assets released from restrictions	(47,358)	(8,788)	-	-	-	(56,146)	(24,932)	(2,002)	-	-	-	(76,934)
Change in temporarily restricted net assets	110,509	(3,030)	-	-	-	107,479	(17,564)	-	-	-	-	89,915
Change in net assets (deficit)	328,104	41,833	(689)	1,943	(974)	389,937	(20,274)	239,633	557	4,866	(5,424)	219,358
Net assets (deficit), beginning of year	382,144	1,978,741	(87)	81,957	(81,000)	2,340,888	382,418	1,739,108	(614)	76,191	(75,576)	2,121,527
Net assets (deficit), end of year	\$ 690,248	\$ 2,020,574	\$ (1,028)	\$ 83,900	\$ (81,974)	\$ 2,710,822	\$ 352,144	\$ 1,978,741	\$ (57)	\$ 81,057	\$ (81,000)	\$ 2,340,888



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

***Supplementary Information***

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

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 2, 2016

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

**Consolidated Statements of Financial Position**

**June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,880,722	\$ 1,086,881
Restricted cash	102,657	120,640
Accounts receivable, net of allowance for doubtful accounts	1,529,747	2,061,351
Grants receivable	250,836	99,915
Prepaid expenses	192,015	142,263
Property and equipment, net	<u>2,017,475</u>	<u>2,179,021</u>
 Total assets	 <u>\$ 5,973,452</u>	 <u>\$ 5,690,071</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 2,032,650	\$ 1,989,421
Estimated third-party liability	381,472	249,517
Loan fund	89,204	89,115
Notes payable	<u>1,129,241</u>	<u>1,240,491</u>
 Total liabilities	 <u>3,632,567</u>	 <u>3,568,544</u>
 <b>Net assets</b>		
Unrestricted	2,340,559	2,103,636
Temporarily restricted	<u>326</u>	<u>17,891</u>
 Total net assets	 <u>2,340,885</u>	 <u>2,121,527</u>
 Total liabilities and net assets	 <u>\$ 5,973,452</u>	 <u>\$ 5,690,071</u>

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

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

**Consolidated Statements of Activities**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,221,683	\$ 23,479,303
Medicare revenue	233,703	196,145
Client resources	1,512,323	1,481,753
Contract revenue	1,317,071	1,077,744
Grant income	729,354	674,320
Interest income	414	49
Other program revenue	145,867	105,846
Public support	115,856	67,734
Other revenue	<u>208,987</u>	<u>490,728</u>
Total public support and revenue	27,485,258	27,573,622
Net assets released from restrictions	<u>26,935</u>	<u>31,573</u>
Total public support, revenue, and releases	<u>27,512,193</u>	<u>27,605,195</u>
Expenses		
Program services		
Case management	872,909	943,225
Day programs and community support	4,173,872	4,405,287
Early support services and youth and family	3,212,331	3,412,749
Family support	575,952	579,621
Residential services	5,213,432	5,023,498
Combined residential, day and consolidated services	6,451,472	6,972,601
Adult services	2,705,789	3,716,191
Emergency services	467,770	620,806
Other	<u>940,101</u>	<u>842,840</u>
Total program expenses	24,613,628	26,516,818
Supporting services		
General management	<u>2,661,643</u>	<u>2,686,004</u>
Total expenses	<u>27,275,271</u>	<u>29,202,822</u>
Change in unrestricted net assets	<u>236,922</u>	<u>(1,597,627)</u>
Changes in temporarily restricted net assets		
United Way allocation	9,371	5,364
Net assets released from restrictions	<u>(26,935)</u>	<u>(31,573)</u>
Change in temporarily restricted net assets	<u>(17,564)</u>	<u>(26,209)</u>
Change in net assets	219,358	(1,623,836)
Net assets, beginning of year	<u>2,121,527</u>	<u>3,745,363</u>
Net assets, end of year	<u>\$ 2,340,885</u>	<u>\$ 2,121,527</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DBA COMMUNITY PARTNERS AND SUBSIDIARIES**  
**Consolidated Statement of Functional Revenue and Expenses**  
**Year Ended June 30, 2016**

	Class Management	Dry Programs and Community Support	Early Support Services and Family Youth and Family	Family Support	Residential Services	Residential and Community Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medical revenue	\$ 653,957	\$ 3,170,000	\$ 3,863,028	\$ 216,065	\$ 5,316,976	\$ 6,860,290	\$ 2,334,701	\$ 80,675	\$ 49,443	\$ 23,221,663	\$ -	\$ 23,221,663
Medical revenue (1,132)	-	43,662	(4,132)	-	698,612	306,842	209,655	(15,803)	-	233,703	-	233,703
Grant revenue	26,518	29,339	318,538	(652)	-	306,842	154,095	21,943	-	1,512,232	300	1,512,232
Contract revenue	42,822	263,723	303,776	36,265	-	30,655	62,310	103,588	192,079	1,033,148	253,663	1,317,211
Other revenue	-	20,258	133,549	4,465	-	19,985	61,146	-	507,212	726,334	5,000	729,334
Other program revenue	-	-	68,025	-	8,778	44,738	-	-	320	137,527	414	137,941
Public support	14,190	6,322	10,108	41,088	11,157	5,533	20,243	-	37,842	111,953	4,321	115,876
Other revenue	599	21,759	2,275	95	-	-	25	-	127,643	189,414	18,973	206,887
<b>Total local/other public support and revenue</b>	<b>634,456</b>	<b>4,297,129</b>	<b>4,110,186</b>	<b>302,441</b>	<b>5,382,321</b>	<b>7,352,433</b>	<b>2,384,717</b>	<b>181,283</b>	<b>873,179</b>	<b>27,033,445</b>	<b>331,813</b>	<b>27,465,258</b>
Net assets released from restrictions	4,800	-	4,571	-	-	7,392,455	2,884,717	-	17,664	28,935	-	28,935
<b>Total public support, revenue and releases</b>	<b>639,256</b>	<b>4,297,129</b>	<b>4,114,757</b>	<b>302,441</b>	<b>5,382,321</b>	<b>7,359,825</b>	<b>2,884,717</b>	<b>187,283</b>	<b>892,743</b>	<b>27,162,380</b>	<b>331,813</b>	<b>27,512,193</b>
<b>Expenses</b>												
Salaries and wages	\$39,414	2,224,652	2,156,713	141,931	647,466	1,660,037	1,574,073	326,478	473,703	9,706,406	1,704,176	11,456,141
Employee benefits	128,823	541,750	431,718	47,248	156,940	233,108	546,259	62,688	196,150	2,469,082	264,665	2,693,747
Physical assets	34,167	163,296	152,580	10,328	44,012	123,520	169,214	21,277	49,089	725,650	67,571	812,221
Contractor materials and services	896	7,208	6,250	323	1,316	2,217	6,713	1,170	271	23,629	60,822	96,181
Capital investment services	25,677	9,264	9,186	217,824	3,171,425	1,308,659	9,279	-	16,629	4,794,527	900	4,795,027
Capital investment costs	184,872	1,181,121	91,854	10,843	2,181,921	4,114,343	90,625	8,078	220,113	20,017,139	1,800	22,229,018
Professional fees and consultants	52,841	44,682	47,268	10,843	1,042,611	2,428,652	11,891	-	9,937	3,895,372	108,442	3,983,814
Subcontracting	-	480,318	480,318	2,285	971	9,688	11,639	581	1,975	11,639	33,977	78,341
Staff development/training	1,269	3,416	13,222	2,285	2,455	2,455	64,067	-	17,908	200,069	37,175	237,250
Rent	2,204	34,436	44,107	2,104	10,653	29,236	10,611	-	17,000	120,389	12,735	133,149
Utilities	1,924	22,633	12,474	1,680	15,743	27,258	10,126	940	6,881	94,106	12,214	106,342
Building maintenance and repairs	1,784	72,633	8,860	1,784	1,784	1,784	12,651	-	18,633	112,639	10,787	123,426
Telephone	1,271	15,629	1,721	1,721	3,463	8,288	12,651	687	1,722	17,639	51,061	68,702
Office occupancy costs	1,271	15,629	8,784	228	3,511	7,714	3,507	907	1,272	30,621	11,065	50,686
Other	642	15,439	3,315	228	3,511	8,288	3,100	507	1,272	30,621	3,046	33,667
Radio/television	642	15,439	2,870	6,065	10,215	90,067	3,100	907	1,272	108,378	11,462	119,840
Radio/television	1,572	2,613	2,870	6,065	2,743	80	333	25	4	121,439	463	121,902
Medical	5,421	283	274	2,623	8,796	18,673	28,225	4,465	5,110	1,467,439	27,300	1,494,739
Equipment maintenance	22,842	26,019	23,167	2,623	29,042	80,065	90,159	7,650	3,848	306,628	76,717	383,345
Depreciation	-	-	92,957	1,181	-	-	-	-	-	3,848	2,517	6,365
Printing	34	278	4,515	1	42	18	11	4	417	5,376	237	5,613
Travel	1,818	32,629	34,698	467	14,433	25,374	24,842	1,521	30,273	196,407	24,170	185,277
Telecommunications	823	3,590	4,328	288	875	1,772	5,065	620	1,732	18,651	3,129	22,610
Transportation	20,146	243,510	42,171	2,790	18,765	130,079	54,613	1,170	7,188	527,233	12,320	639,553
Advocacy to individuals	9,817	37,447	600	197,213	14,845	24,872	-	-	25,644	220,944	621	221,565
Advocacy to individuals	11,934	54,684	55,031	3,854	14,447	28,651	51,876	7,939	22,820	249,136	34,781	283,917
Workshop	1,318	54,684	2,659	63	2,148	4,822	2,658	284	57	7,189	84,432	91,621
Workshop	2,247	4,738	2,659	63	2,148	4,822	2,658	284	57	7,189	84,432	91,621
Workshop	40	321	136	2,654	48	80	426	53	10,023	21,746	1,851	23,597
Other	40	321	136	2,654	48	80	426	53	10,023	21,746	1,851	23,597
<b>Total expenses</b>	<b>872,492</b>	<b>4,173,817</b>	<b>3,212,311</b>	<b>678,652</b>	<b>9,213,432</b>	<b>6,451,472</b>	<b>2,796,726</b>	<b>487,770</b>	<b>94,401</b>	<b>24,613,628</b>	<b>2,681,642</b>	<b>27,295,271</b>
Excess (deficit) in unrestricted net assets	\$ 69,764	\$ 63,297	\$ 1,202,426	\$ 273,511	\$ 607,098	\$ 680,881	\$ 174,638	\$ 670,497	\$ 147,580	\$ 2,848,763	\$ 2,329,620	\$ 28,935

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2015

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 794,817	\$ 3,191,487	\$ 3,578,566	\$ 211,819	\$ 5,539,379	\$ 6,510,476	\$ 3,533,600	\$ 68,332	\$ 32,687	\$ 23,478,303	\$ -	\$ 23,478,303
Medicare revenue	-	10,338	5,228	-	-	-	190,778	(10,193)	-	196,145	-	196,145
Client resources	30,814	42,595	203,879	8,845	672,430	331,841	58,028	68,254	(131)	1,481,753	-	1,481,753
Contract revenue	-	267,674	56,080	116,077	-	-	121,630	99,265	113,998	804,784	273,960	1,077,744
Grant income	35	12,772	116,700	27,152	77	4,405	46,983	-	405,160	613,364	61,076	674,320
Interest income	-	-	-	-	-	-	-	-	-	-	-	43
Other program revenue	-	83,700	4,838	-	-	31,218	-	-	-	109,848	6,000	109,848
Public support	13,183	11,038	3,742	8,468	-	-	1,000	-	26,181	63,768	4,448	67,734
Other revenue	823	18,902	61,680	1,500	10,377	45,680	35,221	-	117,627	291,880	189,848	492,728
<b>Total functional public support and revenue</b>	<b>839,671</b>	<b>3,648,492</b>	<b>4,095,731</b>	<b>379,656</b>	<b>6,222,323</b>	<b>6,924,020</b>	<b>3,867,716</b>	<b>243,778</b>	<b>694,612</b>	<b>27,030,301</b>	<b>543,321</b>	<b>27,573,622</b>
Net assets released from restrictions	5,364	-	-	-	-	-	-	-	28,269	31,573	-	31,573
<b>Total public support, revenue and releases</b>	<b>845,035</b>	<b>3,648,492</b>	<b>4,095,731</b>	<b>379,656</b>	<b>6,222,323</b>	<b>6,924,020</b>	<b>3,867,716</b>	<b>243,778</b>	<b>722,821</b>	<b>27,061,874</b>	<b>543,321</b>	<b>27,605,195</b>
<b>Expenses</b>												
Salaries and wages	540,667	2,341,280	2,131,188	185,630	820,773	1,565,706	2,296,944	450,457	441,460	10,574,405	1,494,729	12,069,134
Employee benefits	154,098	571,268	489,520	52,532	189,886	342,794	660,037	88,770	154,478	2,603,400	356,268	2,859,668
Payroll taxes	38,380	171,674	154,767	13,562	45,278	116,227	178,378	31,821	38,288	787,403	68,037	873,500
Contracted substitute staff	45	6,754	1,277	15	55	100	1,368	35	10	9,707	52,227	61,934
Client treatment services	5,300	11,214	2,647	154,715	3,105,264	1,430,430	18,120	-	30,416	4,785,106	489	4,786,595
Client transport	28,698	2,118	37,819	3,331	27,038	19,378	45,127	-	-	152,883	1,858	183,721
Professional fees and consultants	78,842	53,185	103,413	11,842	34,140	36,388	141,230	20,004	10,237	671,820	146,113	719,622
Subscriptions	-	498,647	-	-	816,504	3,020,420	1,567	-	-	4,337,336	-	4,337,336
Staff development/training	3,818	50,510	51,530	1,818	2,878	10,105	22,303	2,407	2,412	147,677	26,023	173,700
Rent	-	60,340	53,843	-	2,860	10,521	70,554	-	22,569	229,236	78,014	305,250
Utilities	3,283	33,724	13,069	3,283	14,783	31,737	15,125	-	15,853	138,837	24,847	163,684
Building maintenance and repairs	1,235	21,879	8,569	1,233	39,016	18,269	8,238	502	2,691	89,642	16,575	116,417
Other occupancy costs	1,721	28,964	11,712	1,721	8,828	20,771	29,422	879	13,852	115,168	22,826	138,114
Office	3,054	18,747	11,246	1,362	4,449	12,421	13,303	1,840	5,237	73,729	58,873	132,402
Building/household	873	16,611	4,047	831	3,888	6,221	4,169	159	2,663	38,889	9,899	49,688
Client consumables	1,792	29,963	5,956	6,267	30,000	57,408	12,337	45	105	143,973	3,754	147,727
Medical	-	89	287	-	3,696	2,842	626	19	3	7,771	683	8,434
Equipment maintenance	5,099	25,188	22,859	2,325	8,650	18,319	27,783	4,250	4,168	118,640	35,847	152,667
Depreciation	22,436	78,771	58,144	7,479	27,421	49,657	56,179	8,740	3,742	311,769	86,587	403,356
Advertising	139	554	481	54	187	306	558	89	1,600	3,684	1,186	5,172
Printing	15	138	4,478	5	287	199	(51)	96	96	5,269	2,578	7,344
Telephone/communications	1,966	34,878	23,153	415	12,511	31,041	25,787	1,831	22,032	153,664	50,603	204,273
Postage/shipping	592	2,781	3,174	184	425	2,727	3,918	499	512	14,070	6,002	20,782
Transportation	24,402	272,478	48,852	3,160	18,262	132,430	117,838	1,758	7,787	629,032	(281)	628,851
Assistance to individuals	14,630	25,891	-	89,847	-	9,925	400	-	29,529	170,542	270	170,812
Insurance	8,509	30,254	38,163	2,838	10,400	18,908	48,800	6,618	1,630	164,378	41,818	206,196
Membership dues	298	1,292	1,602	95	424	638	4,224	222	113	8,154	66,936	75,220
Interest	2,567	4,843	6,167	2,338	1,125	8,769	4,781	501	8,194	30,259	9,535	45,814
Other	1,037	950	50,337	2,587	215	547	374	26	22,525	78,587	5,810	84,397
<b>Total expenses</b>	<b>843,225</b>	<b>4,405,787</b>	<b>3,412,749</b>	<b>579,021</b>	<b>8,073,498</b>	<b>6,972,601</b>	<b>3,716,191</b>	<b>620,006</b>	<b>842,840</b>	<b>26,518,018</b>	<b>2,688,004</b>	<b>29,206,022</b>
(Decrease) increase in unrestricted net assets	\$ (68,190)	\$ (756,795)	\$ 682,862	\$ (205,663)	\$ 1,148,825	\$ (48,581)	\$ 271,525	\$ (377,028)	\$ (122,018)	\$ 545,056	\$ (2,144,682)	\$ (1,597,627)

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



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

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 219,358	\$ (1,623,836)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	382,345	400,356
Change in allowance for doubtful accounts	86,100	311,888
Decrease (increase) in		
Restricted cash	17,983	40,546
Accounts receivable, trade	445,504	621,558
Grants receivable	(150,921)	6,594
Prepaid expenses	(49,752)	91,384
Increase (decrease) in		
Accounts payable and accrued expenses	9,977	(170,926)
Estimated third-party liability	131,955	(538,387)
Loan fund	89	119
	<u>1,092,638</u>	<u>(860,704)</u>
Net cash provided (used) by operating activities		
Cash flows from investing activities		
Acquisition of equipment	<u>(111,427)</u>	<u>(138,355)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	-	550,000
Principal payments on long-term borrowings	<u>(187,370)</u>	<u>(152,293)</u>
Net cash (used) provided by financing activities	<u>(187,370)</u>	<u>397,707</u>
Net increase (decrease) in cash and cash equivalents	793,841	(601,352)
Cash and cash equivalents, beginning of year	<u>1,086,881</u>	<u>1,688,233</u>
Cash and cash equivalents, end of year	<u>\$ 1,880,722</u>	<u>\$ 1,086,881</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	<u>\$ 76,120</u>	\$ -
Acquisition of property and equipment with accounts payable	<u>\$ 33,252</u>	\$ -
Noncash transaction - Refinancing of long-term debt	<u>\$ 355,000</u>	\$ -

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Nature of Activities**

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

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

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

The Foundation received and disbursed the following funds:

	<u>2016</u>	<u>2015</u>
Funds received	\$ 36,782	\$ 23,601
Funds disbursed	<u>31,916</u>	<u>17,224</u>
	<u>\$ 4,866</u>	<u>\$ 6,377</u>

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

Funds received	\$ 315,550
Funds disbursed	<u>234,493</u>
	<u>\$ 81,057</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

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

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Use of Estimates**

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

**Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2016 and 2015, the Organization had no permanently restricted net assets.

**Contributions**

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**Income Taxes**

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

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

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2016 and 2015.

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

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2016 and 2015, allowances were recorded in the amount of \$551,100 and \$465,000, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

**Estimated Third-Party Liability**

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

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

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

**Functional Allocation of Expenses**

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

**2. Restricted Cash**

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2016 and 2015, the Organization held cash totaling \$89,204 and \$89,115, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2016 and 2015, the Organization held cash totaling \$13,453 and \$29,815, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

In 2015, The Organization had a self-funded insurance policy and, correspondingly, a health reimbursement account to pay for a portion of employee medical expenses. As of June 30, 2015, total cash restricted for this use was \$1,710. There was no restricted cash balance as of June 30, 2016.

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,569,604	1,562,119
Vehicles	718,116	710,696
Equipment and furniture	<u>2,929,831</u>	<u>2,784,032</u>
	7,077,444	6,916,740
Less accumulated depreciation	<u>5,059,969</u>	<u>4,737,719</u>
	<u>\$ 2,017,475</u>	<u>\$ 2,179,021</u>

**4. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 4.50% at June 30, 2016 and 2015. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2016 and 2015, there was no outstanding balance on the line.

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**5. Notes Payable**

Notes payable consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable to a bank, payable in monthly installments of \$1,117, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority (NHHEFA). This note was refinanced during 2016.	\$ -	\$ 116,549
Note payable to a bank, payable in monthly installments of \$2,272, including interest at 4.15%, through July 2017 with one payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with NHHEFA.	<b>238,038</b>	256,784
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.	<b>102,707</b>	136,695
Note payable to a bank, payable in monthly installments of \$2,464, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate and an assignment of certain leases and rents. The note is a participating loan with NHHEFA. This note was refinanced during 2016.	-	257,123
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	<b>368,150</b>	473,340
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	<b>193,554</b>	-
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	<b>152,896</b>	-

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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final monthly payment which shall be the unpaid balance at maturity; collateralized by vehicles.

<u>73,896</u>	<u>-</u>
<u>\$ 1,129,241</u>	<u>\$ 1,240,491</u>

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

2017	\$ 228,000
2018	436,000
2019	217,000
2020	101,000
2021	62,000
Thereafter	<u>85,241</u>
	<u>\$ 1,129,241</u>

Cash paid for interest approximates interest expense.

**6. Temporarily Restricted Net Assets**

At June 30, 2016 and 2015, temporarily restricted net assets were \$326 and \$17,891, respectively. The Organization's restricted assets consist of vehicles contributed to the Organization from the State of New Hampshire under grant programs. These contributed vehicles are to be used for the transportation of the Organization's clients.

**7. Commitments and Contingencies**

**Operating Leases**

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from November 2016 through August 2018. Total rent expense charged to operations was \$237,250 in 2016 and \$305,250 in 2015.

Future minimum operating lease payments are as follows:

2017	\$ 263,172
2018	165,316
2019	<u>778</u>
	<u>\$ 429,266</u>

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

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

**Self-Insurance**

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. At June 30, 2015, the Organization had accrued approximately \$296,000 under the self-insurance contract. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. At June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported.

**Litigation**

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

**8. Concentrations**

For the years ended June 30, 2016 and 2015, approximately 84% and 85%, respectively, of the support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2016</u>	<u>2015</u>
Developmental Services	\$ 1,097,832	\$ 1,310,859
Behavioral Health Services	<u>312,439</u>	<u>353,377</u>
	<u>\$ 1,410,271</u>	<u>\$ 1,664,236</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Developmental Service, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2016.

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



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

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**9. Retirement Plan**

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes an employer contribution equal to 3% of each eligible employee's salary. There was no employer discretionary contribution for the year ended June 30, 2016. Total costs incurred for the plan during the year ended June 30, 2015 were \$266,313. The total expense for the year ended June 30, 2015 for the Developmental Services division was \$136,560, and for the Behavioral Health Services division was \$129,753.

**10. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 2, 2016, which is the date that the consolidated financial statements were available to be issued.

**SUPPLEMENTARY INFORMATION**

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

Consolidating Statements of Financial Position

June 30, 2016 and 2015

	2016					2015						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
<b>ASSETS</b>												
Cash and cash equivalents	\$ 1,121,076	\$ 669,291	\$ 9,298	\$ 81,057	\$ -	\$ 1,880,722	\$ 358,074	\$ 642,805	\$ 10,011	\$ 76,191	\$ -	\$ 1,086,881
Restricted cash	102,697	-	-	-	-	102,697	119,785	855	-	-	-	120,640
Accounts receivable, net of allowance for doubtful accounts	1,152,677	1,368,677	69	-	(981,468)	1,529,747	1,513,590	1,302,008	35	-	(754,280)	2,061,351
Grants receivable	21,060	229,776	-	-	-	250,836	10,037	89,878	-	-	-	99,915
Prepaid expenses	92,729	99,286	-	-	-	192,015	71,133	71,130	-	-	-	142,263
Interest in net assets of subsidiaries	81,000	-	-	-	(81,000)	-	75,576	-	-	-	(75,576)	-
Property and equipment, net	1,679,374	441,101	-	-	-	2,017,475	1,718,327	460,694	-	-	-	2,179,021
<b>Total assets</b>	<b>\$ 4,147,473</b>	<b>\$ 2,799,031</b>	<b>\$ 9,357</b>	<b>\$ 81,057</b>	<b>\$ (1,082,468)</b>	<b>\$ 6,973,462</b>	<b>\$ 3,866,522</b>	<b>\$ 2,567,169</b>	<b>\$ 10,046</b>	<b>\$ 76,191</b>	<b>\$ (829,856)</b>	<b>\$ 5,690,071</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>												
<b>Liabilities</b>												
Accounts payable and accrued expenses	\$ 2,509,585	\$ 495,137	\$ 8,414	\$ -	\$ (981,468)	\$ 2,032,658	\$ 2,250,458	\$ 482,565	\$ 10,660	\$ -	\$ (754,280)	\$ 1,989,421
Refundable advances	250,274	131,198	-	-	-	381,472	161,165	88,352	-	-	-	249,517
Loan fund	89,204	-	-	-	-	89,204	89,115	-	-	-	-	89,115
Notes payable	938,289	182,958	-	-	-	1,129,241	882,369	257,123	-	-	-	1,240,491
<b>Total liabilities</b>	<b>3,785,329</b>	<b>819,293</b>	<b>8,414</b>	<b>-</b>	<b>(981,468)</b>	<b>3,622,597</b>	<b>3,484,104</b>	<b>828,060</b>	<b>10,660</b>	<b>-</b>	<b>(754,280)</b>	<b>3,558,344</b>
<b>Net assets (deficit)</b>												
Unrestricted	361,818	1,978,741	(57)	81,057	(81,000)	2,340,559	364,527	1,739,108	(614)	76,191	(75,576)	2,103,638
Temporarily restricted	328	-	-	-	-	328	17,891	-	-	-	-	17,891
<b>Total net assets (deficit)</b>	<b>362,144</b>	<b>1,978,741</b>	<b>(57)</b>	<b>81,057</b>	<b>(81,000)</b>	<b>2,340,887</b>	<b>382,418</b>	<b>1,739,108</b>	<b>(614)</b>	<b>76,191</b>	<b>(75,576)</b>	<b>2,121,527</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 4,147,473</b>	<b>\$ 2,799,031</b>	<b>\$ 9,357</b>	<b>\$ 81,057</b>	<b>\$ (1,082,468)</b>	<b>\$ 6,973,462</b>	<b>\$ 3,866,522</b>	<b>\$ 2,567,169</b>	<b>\$ 10,046</b>	<b>\$ 76,191</b>	<b>\$ (829,856)</b>	<b>\$ 5,690,071</b>

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

Consolidating Statements of Activities

Years Ended June 30, 2016 and 2015

	2016					2015				
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals
Changes in unrestricted net assets (deficit)										
Public support and revenue										
Madara revenue	\$ 16,951,030	\$ 8,270,653	\$ -	\$ -	\$ 23,221,683	\$ 16,798,823	\$ 6,682,480	\$ -	\$ -	\$ 23,479,303
Madara revenue		233,703			233,703		196,145			196,145
Client resources	1,126,328	386,996			1,513,323	1,148,464	335,299			1,483,763
Contract revenue	521,768	755,213			1,277,071	310,837	766,307			1,077,144
Grants	144,394	684,980			799,374	148,856	552,464			671,320
Interest income		414			414		48			106,446
Public support	148,867	74,877		36,782	195,658	105,646	2,891	23,601		132,138
Other revenue	504,810	68,644	115,131		708,585	277,287	219,617		(83,262)	407,742
Total public support and revenue	19,128,064	8,355,279	115,131	36,782	27,485,256	18,627,255	8,739,142	23,601	(83,262)	27,573,022
Net assets released from restrictions	24,833	3,023			28,856	31,571				31,571
Total public support, revenue and releases/cancellations	18,853,885	8,357,302	115,131	36,782	27,514,112	18,658,826	8,739,142	23,601	(83,262)	27,604,593
Expenses										
Program services	872,909				872,909	843,225				843,225
Day programs and community support	3,478,273	895,699			4,373,972	4,085,355	335,932			4,405,287
Early support services and youth and family	801,516	2,310,415			3,112,311	1,189,341	2,303,408			3,412,749
Family support	576,962				576,962	579,621				579,621
Residential services	5,213,427	6			5,213,432	5,023,489				5,023,488
Community day and consolidated services	6,451,472				6,451,472	6,491,601				6,492,001
Adult services	178,314	2,928,678			3,106,992	309,285	3,408,906			3,716,181
Emergency services		457,770			457,770		620,898			620,898
Other	273,511	834,674	115,131	31,810	1,235,126	268,438	557,177	17,224	(82,809)	842,830
Total program expenses	17,443,774	6,637,838	115,174	31,810	24,613,628	19,275,365	7,224,228	17,224	(82,809)	26,516,818
Supporting services										
General management	1,311,932	1,449,711			2,761,643	1,208,495	1,445,519			2,654,014
Total expenses	18,168,708	8,087,549	115,174	31,810	26,403,241	20,514,859	8,669,748	17,224	(82,809)	28,202,572
Change in unrestricted net assets (deficit)	(8,119)	289,833	87	4,868	386,873	(1,657,072)	59,394	6,377	(6,787)	(1,597,022)
Changes in temporarily restricted net assets										
United Way allocation	7,368	2,003			9,371	5,364				5,364
Net assets released from restrictions	(17,859)	(4,833)			(22,692)	(31,571)				(31,571)
Change in temporarily restricted net assets	(10,491)	(2,830)			(13,321)	(26,207)				(26,207)
Change in net assets (deficit)	(20,274)	286,953	87	4,868	271,538	(1,682,539)	59,394	6,377	(6,787)	(1,623,436)
Net assets (deficit), beginning of year	382,413	1,739,104	(819)	76,431	2,197,129	2,953,643	1,879,711	88,811	(68,819)	3,745,363
Net assets (deficit), end of year	392,144	1,973,241	(732)	81,299	2,340,981	1,271,104	1,939,105	95,188	(75,606)	2,121,527



## Community Partners BOARD OF DIRECTORS 2018-2019

**PRESIDENT**

Kathleen Boisclair (Joined 9/25/12)

**TREASURER**

Anthony Demers (Joined 01/20/15)

**VICE PRESIDENT**

Wayne Goss (Joined 1/28/14)

**SECRETARY**

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)	John Guy (Joined 07/22/14)
John Lowy (C) (Joined 09/13/99)	Judge Daniel Cappiello (Joined 03/22/14)	Bryant Hardwick (Joined 2/22/11)
Christopher Roundy (Joined 6/26/07)	Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	

**Past Board Members:**

Matthew Sylvia (former Treasurer) Joined 12/19/2006. Resigned June 30, 2016.

Rev. Sue Frost Joined 01/28/2014. Resigned as of July 7, 2016.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

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

**Name of Program/Service:** ServiceLink

BUDGET PERIOD:	FY19		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$200,000	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$87,000	0.00%	\$0.00
Stocker, Kathleen, C.F.O.	\$105,029	0.00%	\$0.00
Salsbury, Janet, Chief Clinical Officer	\$82,000	0.00%	\$0.00
Smith, Tammy, Resource Center Program Director	\$58,000	43.00%	\$24,940.00
McCarthy, Maureen, Manager ServiceLink	\$43,260	100.00%	\$43,260.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$68,200.00</b>

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

## BRIAN J. COLLINS

### **Summary:**

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

### **Experience:**

1995 - Present

#### **Executive Director**

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

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

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

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

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

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

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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



**Brian Collins**

**Page 3**

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

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

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

**Education:**

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

**Advisory Boards:**

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

**Memberships:**

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

# Christopher D. Kozak

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## SENIOR MANAGEMENT

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### Profile

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

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

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### Professional Experience

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#### Community Partners

Dover, NH October 2010 – Present

*A State designated Community Mental Health Program providing services to individuals*

#### *Chief Operating Officer (4/12 – present)*

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

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

#### *Accomplishments*

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

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#### Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

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

#### *Consultant*

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

#### *Accomplishments*

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

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#### Casenet Inc.

Bedford, MA August 2006 – July 2008

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

#### *Vice President of Product Management*

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

#### *Accomplishments*

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

financing.

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

Concord, NH September 1998 – September 2006

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

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

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

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

**Accomplishments**

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

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**CNR Health, Inc.**

Milwaukee, WI August 1991 – September 1998

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

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*Director of Case Management*

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

**Accomplishments**

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

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**Education**

**North Dakota State University, Fargo, ND**

**Bachelor of Science in Psychology, 5/87**

Minor: Statistics

**Marquette University, Milwaukee, WI**

**Master of Science in Clinical Psychology, 8/89**

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

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**References**

Available upon request

## **Kathleen Stocker**



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### **Accomplishments**

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

### **Business Experience**

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

Chief Financial Officer 2001 – Present  
Controller 2000 - 2001

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

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

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

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

#### **1990 – 1993 Schirm Associates, Waltham, Massachusetts**

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

**Schirm Associates continued**

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

**1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire**

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

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

**1977 – 1988 Spaulding Composites, Rochester, New Hampshire**

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

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

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

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

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

**Education**

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

# JANET SCOTT SALSURY, MSW, LICSW

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

## EDUCATION

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

## EMPLOYMENT

- 2018 – Present *Chief Clinical Officer: Community Partners*
- 2013 – 2018 *QI Director: Community Partners*  
Responsibilities include quality oversight of all CMHC programming
- 2010 – 2013 *Acute Care Services Director: Community Partners*  
Responsibilities include clinical, financial and quality oversight of the AOP Department, Acute Care Department and the Admissions Department at a Community Mental Health Center
- 2008 – 2014 *Director Of Clinical Services: Community Partners*  
Responsibilities include clinical, financial and quality oversight of the AOP Department and the Children's Department at a Community Mental Health Center
- 2007 – 2008 *Director of Clinical Services: Community Partners*  
Responsibilities include clinical, financial and quality oversight of the CSP Department and the Children's Department at a Community Mental Health Center
- 2002- 2006 *Director of Youth & Family Services: Community Partners*  
Responsibilities include oversight and management of the Children's Department at a Community Mental Health Center
- 2001-2002 *Assistant Director of Youth & Family Services: Behavioral Health & Developmental Services of Strafford County*
- 2000-2001 *Assistant Director of Youth & Family Services: Strafford Guidance Center, Inc.*
- 1998-2000 *Manager of Children's Crisis Services: Strafford Guidance Center, Inc.*  
Responsibilities include management of Adolescent Partial Hospitalization Program, the Crisis and Respite Beds and the Family and Community Support Programs.
- Provide clinical and administrative supervision to direct care staff
  - Program development within the Youth and Family Department
  - Triage referrals for Children's crisis services and home based services
- 1995-1998 *Intensive Family Stabilization Therapist: Strafford Guidance Center, Inc.*  
Provided intensive home based therapy services to families with a child in crisis.
- Home based therapy with a variety of families
  - Crisis Intervention and stabilization
  - Case Management
  - Member – Internal Planning Committee

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

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

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

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

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

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

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

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

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

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

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

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

## **PROFESSIONAL ASSOCIATIONS**

Member, National Association of Social Workers  
Licensed in New Hampshire as a Master of Social Work  
Steering Committee Member, Seacoast Response Team through the Center for Trauma Intervention. This Team provides CISM following traumatic events involving youth in Strafford, Rockingham and York counties from 2000 to 2005

## **PROFESSIONAL TRAINING/SPECIALITIES**

Therapy with children, families and couples  
CISM Trained & CISM Trainer  
EMDR Trained – Level I  
TFT trained – Levels 1 & 2

# Tammy Smith



Objective: To obtain a full time position.

## Experience:

### Life Coach

4/2010 - present

*LifeShare Dover, NH*

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

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

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

### Homemaker

1/2009 - 4/2010

*Area Homecare Portsmouth, NH*

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

### Case Manager

3/1999- 9/2002

*Strafford Guidance Center - Rochester, NH*

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

### Sales Clerk

2/03-11/10

*Liar's Paradise-Nottingham, NH*

### Skills Instructor / Paraprofessional



1/97 - 3/99

*Easter Seals - Portsmouth, NH and Epping NH*

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

**Education**

*UNH Durham, NH*

1994 - 1996

Bachelors Degree in Social Work

Transferred to UNH with an Associate Degree in Human Services.

**References:**

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-9928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

## Maureen McCarthy



860-505-9003

maureen.ofanh@gmail.com

**OBJECTIVE:** To obtain a challenging position as an advocate for individuals with disabilities.

### **PROFESSIONAL QUALIFICATIONS:**

**Case Management:** Managed a case load of 70 clients. Facilitated meetings with service providers, families, attorneys and clients to ensure the client received appropriate services. Provided representation of the clients' best interests in Court hearings.

**Communications:** Excellent organization, analytical and multi-tasking skills. Excellent oral and written communication skills. Co-wrote and edited a state-wide newsletter ("The Blue Sheet") on disability policy and advocacy issues. Co-wrote the City of Manchester's ADA Transition Plan and Self-Evaluation.

**Policy and Advocacy:** Nationally Certified Public Guardian. In-depth knowledge of New Hampshire's Developmental Services, Traumatic Brain Injury and Mental Health service provision network. Extensive experience working with Area Agencies, Mental Health Centers and other non-profit organizations throughout the state. Detailed knowledge of State and Federal laws and regulations regarding disability policy and benefits, including New Hampshire Medicaid and Social Security Disability Insurance provisions. Organized and facilitated more than 600 volunteers for the "Get Out The Vote" effort for President Obama's reelection campaign for Wards 3 and 4 in Dover, New Hampshire.

**Training and Instructional Design:** Designed, presented and facilitated numerous training programs in the areas of Strategic Planning, Employee Orientation, Time Management, Disability Awareness, Employee Motivation and Recognition, Sexual Harassment, Stress Management, Effective Communication and Customer Service.

### **EMPLOYMENT HISTORY:**

**TRI-COUNTY CAP, INC.,** Concord, NH  
NATIONALLY CERTIFIED GUARDIAN 2013-2015

**ORGANIZING FOR AMERICA,** Dover, NH  
ORGANIZING FELLOW, 2012

**MARCAM ASSOCIATES,** Somersworth, NH  
ACCOUNT MANAGER, 2011-2013

**LIBERTY MUTUAL INSURANCE COMPANY,** Dover, NH  
LONG TERM DISABILITY CLAIMS MANAGER, 2005-2011

**TRI-COUNTY CAP, INC.,** Concord, NH  
NATIONALLY CERTIFIED GUARDIAN 2003-2005

**CITY OF MANCHESTER, NH HUMAN RESOURCES DEPARTMENT**  
HUMAN RESOURCES ANALYST/ ADA & TRAINING COORDINATOR, 1998 – 2002

**DISABILITIES RIGHTS CENTER, INC.,** Concord, NH  
CASE ADVOCATE, 1994 -1998

**OFFICE OF THE GOVERNOR,** Concord, NH  
GOVERNOR'S COMMISSION ON DISABILITY CLIENT ASSISTANCE PROGRAM ADVOCATE, 1993-1997

### **EDUCATION:**

University of New Hampshire (UNH) Durham, NH Bachelor of Arts, Political Science

**PROFESSIONAL AFFILIATIONS**

National Guardianship Foundation, Member, Nationally Certified Guardian  
New Beginnings: A Women's Crisis Center, Past Member, Board of Directors  
American Society of Training and Development: Past Member  
Society of Human Resources Management: Past Member  
New Hampshire Mediators Association: Past Member, Board of Directors  
Parent Information Center, Past Member, Board of Directors  
State Advisory and Oversight Committee on Special Education: Past Member, appointed by Governor  
Stephen Merrill



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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
Commissioner

Maureen Ryan  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4232 TDD Access: 1-800-736-2964 www.dhhs.nh.gov

November 7, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
		<b>TOTAL:</b>	<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a single point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

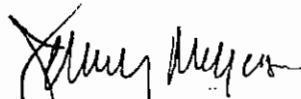
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59

545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	<b>\$96,724.05</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	<b>\$67,892.85</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	<b>\$162,756.84</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	<b>\$99,979.19</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	<b>\$108,814.56</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	<b>\$133,925.61</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	<b>\$195,773.21</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	<b>\$64,172.69</b>

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
 (86% Federal Funds; 14% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$27,000.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		<b>Subtotal</b>	<b>\$33,500.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$42,000.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		<b>Subtotal</b>	<b>\$20,250.00</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		<b>Subtotal</b>	<b>\$40,500.00</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		<b>Subtotal</b>	<b>\$33,750.00</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		<b>Subtotal</b>	<b>\$10,245.00</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

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

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		Subtotal	\$25,050.98

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		Subtotal	\$7,485.35

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		Subtotal	\$11,377.74

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		Subtotal	\$11,577.35

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		Subtotal	\$3,493.17

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

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

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	Subtotal	\$620,296.62

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

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	Subtotal	\$419,497.44

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	Subtotal	\$1,021,731.26

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

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

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

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-01)

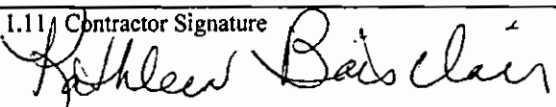
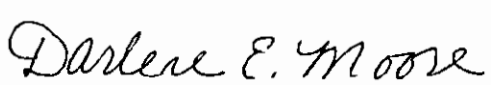
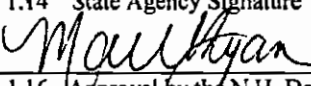
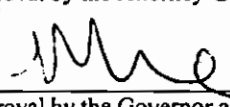
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc		1.4 Contractor Address 113 Crosby Road Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$419,498.28
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, Vice President	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Strafford</i> On <i>November 15, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director OHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. Cole - Attorney</i> <i>11/29/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
- 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
- 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
- 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
- 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
- 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
- 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
- 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.

2.2. Required Services

- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
  - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
  - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
  - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
  - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
  - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
  - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
  - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
  - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
- 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



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- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.





Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
  - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.



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- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



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- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



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- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include:
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



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- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing-best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.



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2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



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- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



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The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
  - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
  - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:





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- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

**6. Deliverables**

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301

New Hampshire Department of Health and Human Services  
Service Link Resource Centers



Exhibit B

- 
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

EXHIBIT B-1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Behavioral Health & Developmental Services of Strafford County d/b/a  
 Bidder Name: Community Partners

Improving Access to Information and Services for Individuals and  
 Families Needing Long Term Supports and Services:  
 Budget Request for: New Hampshire ServiceLink Program  
 (Name of RFP)

Budget Period: 7/1/17 - 6/30/17

Line Item	Total Program Cost			Contractor Share / Match			Funded by DMHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 86,041.28	\$ -	\$ 86,041.28	\$ 8,647.00	\$ -	\$ 8,647.00	\$ 77,394.28	\$ -	\$ 77,394.28
2. Employee Benefits	\$ 39,000.00	\$ -	\$ 39,000.00	\$ 4,290.00	\$ -	\$ 4,290.00	\$ 34,710.00	\$ -	\$ 34,710.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 1,120.00	\$ 1,120.00	\$ -	\$ 8,880.00	\$ 8,880.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 750.00	\$ -	\$ 750.00	\$ 3,250.00	\$ -	\$ 3,250.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 130,041.28	\$ 10,000.00	\$ 140,041.28	\$ 13,687.00	\$ 1,120.00	\$ 14,807.00	\$ 116,354.28	\$ 8,880.00	\$ 125,234.28

Indirect As A Percent of Direct

7.69%

8.18%

7.63%

Contractor Initials: K.S.  
 Date: 11/10/16

EXHIBIT B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Behavioral Health & Developmental Services of Stafford County d/b/a  
Community Partners

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:  
New Hampshire ServiceLink Program  
(Name of RFP)

Budget Period: Y1M7 - 6/30/18

Line Item #	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Final Contract	Total	Direct Incremental	Indirect Final Contract	Total	Direct Incremental	Indirect Final Contract	Total
1. Total Salary/Wages	\$ 157,000.00	\$ -	\$ 157,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 147,000.00	\$ -	\$ 147,000.00
2. Employee Benefits	\$ 70,402.00	\$ -	\$ 70,402.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 65,902.00	\$ -	\$ 65,902.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 1,950.00	\$ 1,950.00
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 100.00	\$ -	\$ 100.00	\$ 1,400.00	\$ -	\$ 1,400.00
7. Occupancy	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 10,800.00	\$ 10,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 800.00	\$ -	\$ 800.00	\$ 7,200.00	\$ -	\$ 7,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 237,902.00	\$ 14,000.00	\$ 251,902.00	\$ 15,400.00	\$ 1,250.00	\$ 16,650.00	\$ 222,502.00	\$ 12,750.00	\$ 235,252.00

Indirect As A Percent of Direct

5.9%

8.1%

5.7%

Contractor Initials: K.B.  
Date: 11/10/16

EXHIBIT B-3

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Behavioral Health & Developmental Services of Stratford County d/b/a  
Bidder/Program Name: Community Partners

Improving Access to Information and Services for Individuals and  
Families Needing Long Term Supports and Services:  
Budget Request for: New Hampshire Service Link Program

(Name of RFP)

\$ 18,999.42

Budget Period: 7/1/18 - 6/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHB contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 39,786.00	\$ -	\$ 39,786.00	\$ 3,979.00	\$ -	\$ 3,979.00	\$ 35,807.00	\$ -	\$ 35,807.00
2. Employee Benefits	\$ 18,500.00	\$ -	\$ 18,500.00	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 16,650.00	\$ -	\$ 16,650.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 450.00	\$ 450.00
6. Travel	\$ 785.00	\$ -	\$ 785.00	\$ 80.00	\$ -	\$ 80.00	\$ 705.00	\$ -	\$ 705.00
7. Occupancy	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 3,600.00	\$ 3,600.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 200.00	\$ -	\$ 200.00	\$ 1,800.00	\$ -	\$ 1,800.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 61,071.00	\$ 4,500.00	\$ 65,571.00	\$ 6,109.00	\$ 450.00	\$ 6,559.00	\$ 54,962.00	\$ 4,050.00	\$ 59,012.00

Indirect As A Percent of Direct

7.4%

7.4%

7.4%

Contractor Initials: K.B.  
Date: 11/10/16



**SPECIAL PROVISIONS**

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

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





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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Behavioral Health & Developmental Services of  
Contractor Name: *Stratford County, Inc.*

*11/10/16*  
Date

*Kathleen Boisclair*  
Name: *Kathleen Boisclair*  
Title: *Vice President*



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Behavioral Health + Developmental Services  
of Strafford County, Inc.

*Kathleen Boisclair*  
Name: Kathleen Boisclair  
Title: Vice President

11/10/16  
Date





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

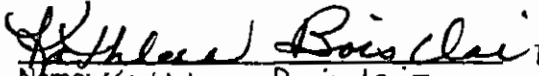
**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Behavioral Health + Developmental Services  
of Stafford County, Inc.

  
Name: Kathleen Boisclair  
Title: Vice President

11/10/16  
Date



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

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

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

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

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

Exhibit G

Contractor Initials

K.B.

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



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

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

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

Contractor Name: Behavioral Health + Developmental Services  
of Stafford County, Inc.

11/10/16  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: Vice President

Exhibit G

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

Contractor Initials

K.B

11/10/16



**NH Department of Health & Human Services  
Service Link Resource Center**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Service Link Resource Center Contract**

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Crotched Mountain Community Care, Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Industrial Drive, Suite 202, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$411,709.97 to read:  
\$1,433,441.23.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:

A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:

- i. NH Family Caregiver Program
- ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals

A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:



- i. Parish Nurse
  - ii. SS Administration
  - iii. Low income housing sites and senior centers
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:  
Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.
7. Delete Exhibit B-2, Budget, in its entirety and replace with Exhibit B-2, Budget – Amendment #1.
8. Delete Exhibit B-3, Budget, in its entirety and replace with Exhibit B-3, Budget – Amendment #1.
9. Add Exhibit K, DHHS Information Security Requirements.

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

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

6/4/18  
Date

State of New Hampshire  
Department of Health and Human Services

Christine Tappan  
Christine Tappan  
Associate Commissioner

Crotched Mountain Community Care, Inc.

6/4/2018  
Date

Discordias, CCO  
NAME  
TITLE

Acknowledgement:  
State of NH, County of Hillsboro on June 4, 2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Lisa M. Curran  
Name and Title of Notary or Justice of the Peace

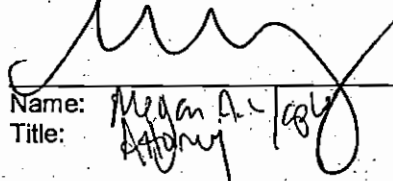


**NH Department of Health & Human Services**  
**Service Link Resource Center**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.  
OFFICE OF THE ATTORNEY GENERAL

Date 6/7/18

  
Name: Megan A. Kelly  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Crotched Mountain

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:  
 (Name of RFP)

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 393,533.46	\$ -	\$ 393,533.46	\$ -	\$ -	\$ -	\$ 393,533.46	\$ -	\$ 393,533.46
2. Employee Benefits	\$ 97,383.36	\$ -	\$ 97,383.36	\$ -	\$ -	\$ -	\$ 97,383.36	\$ -	\$ 97,383.36
3. Consultants/Interpreter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,350.00	\$ -	\$ 2,350.00	\$ -	\$ -	\$ -	\$ 2,350.00	\$ -	\$ 2,350.00
Repair and Maintenance	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ -	\$ 2,850.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 7,210.00	\$ -	\$ 7,210.00	\$ -	\$ -	\$ -	\$ 7,210.00	\$ -	\$ 7,210.00
6. Travel	\$ 12,400.00	\$ -	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ -	\$ 12,400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ 38,952.00	\$ -	\$ 38,952.00	\$ 14,952	\$ -	\$ 14,952.00	\$ 24,000.00	\$ -	\$ 24,000.00
Electricity	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Heating	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Other Occupancy	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 9,020.00	\$ -	\$ 9,020.00	\$ -	\$ -	\$ -	\$ 9,020.00	\$ -	\$ 9,020.00
Postage	\$ 2,370.00	\$ -	\$ 2,370.00	\$ -	\$ -	\$ -	\$ 2,370.00	\$ -	\$ 2,370.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,300.00	\$ -	\$ 3,300.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing and Reproduction	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
Permits/Fees/Test/License/Certification	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Volunteer Activities	\$ -	\$ 20,875.40	\$ 20,875.40	\$ -	\$ 20,875.40	\$ 20,875.40	\$ -	\$ 20,875.40	\$ 20,875.40
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiscal Agent Fee	\$ 48,687.07	\$ -	\$ 48,687.07	\$ 34,336.30	\$ -	\$ 34,336.30	\$ 14,350.77	\$ -	\$ 14,350.77
<b>TOTAL</b>	<b>\$ 626,005.89</b>	<b>\$ 20,875.40</b>	<b>\$ 646,881.29</b>	<b>\$ 49,288.30</b>	<b>\$ 20,875.40</b>	<b>\$ 70,163.70</b>	<b>\$ 576,717.59</b>	<b>\$ -</b>	<b>\$ 576,717.59</b>

Indirect As A Percent of Direct 0.0%

Contractor Initials: P  
 Date: 6/14/18



New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Crotched Mountain

Improving Access to Information and Services for  
 Individuals and Families Needing Long Term

Budget Request for: Supports and Services:  
 (Name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 365,091.50	\$ -	\$365,091.50	\$ -	\$ -	\$ -	\$365,091.50		\$365,091.50
2. Employee Benefits	\$ 90,345.69	\$ -	\$ 90,345.69	\$ -	\$ -	\$ -	\$ 90,345.69		\$ 90,345.69
3. Consultants/Interpreter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Rental	\$ 2,350.00	\$ -	\$ 2,350.00	\$ -	\$ -	\$ -	\$ 2,350.00		\$ 2,350.00
Repair and Maintenance	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00		\$ 850.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Lab Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Office	\$ 7,210.00	\$ -	\$ 7,210.00	\$ -	\$ -	\$ -	\$ 7,210.00		\$ 7,210.00
6. Travel	\$ 12,400.00	\$ -	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00		\$ 12,400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Rent	\$ 38,952.00	\$ -	\$ 38,952.00	\$ 3,738	\$ -	\$ 3,738.00	\$ 38,952.00		\$ 38,952.00
Electricity	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 2,000.00
Heating	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00		\$ 800.00
Other Occupancy	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00		\$ 100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Telephone	\$ 9,020.00	\$ -	\$ 9,020.00	\$ -	\$ -	\$ -	\$ 9,020.00		\$ 9,020.00
Postage	\$ 2,370.00	\$ -	\$ 2,370.00	\$ -	\$ -	\$ -	\$ 2,370.00		\$ 2,370.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00		\$ 1,500.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00		\$ 500.00
12. Subcontracts/Agreements	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00		\$ 300.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Printing and Reproduction	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00		\$ 1,250.00
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Dues	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00		\$ 1,700.00
Permits/Fees/Test/License/Certification	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00		\$ 100.00
Volunteer Activities	\$ -	\$20,875.40	\$ 20,875.40	\$ -	\$20,875.40	\$20,875.40	\$ -		\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Fiscal Agent Fee	\$ 48,687.07	\$ -	\$ 48,687.07	\$34,336.30	\$ -	\$34,336.30	\$ 14,350.77		\$ 14,350.77
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>TOTAL</b>	\$ <b>585,526.26</b>	\$ <b>20,875.40</b>	\$ <b>606,401.66</b>	\$ <b>38,074.30</b>	\$ <b>20,875.40</b>	\$ <b>58,949.70</b>	\$ <b>551,189.96</b>	\$ -	\$ <b>551,189.96</b>

Indirect As A Percent of Direct

0.0%

0

0



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or



consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not



use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

**IV. PROCEDURES FOR SECURITY**

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

1. The Contractor will maintain proper security controls to protect Department

# New Hampshire Department of Health and Human Services



## Exhibit K

confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department(s) and the Contractor changes.

# New Hampshire Department of Health and Human Services

## Exhibit K



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,

*P*

6/4/18





implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

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

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

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in

P

6/4/18



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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

## VI. PERSONS TO CONTACT

### A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

### B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

### C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

### D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

### E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

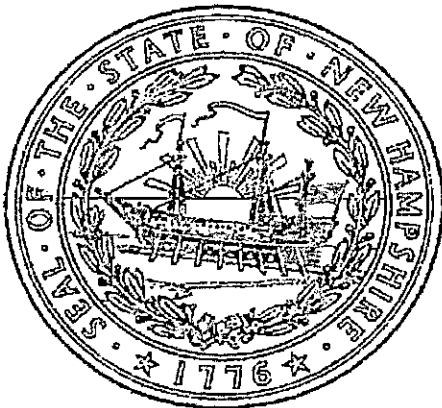
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CROTCHED MOUNTAIN COMMUNITY CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 77936

Certificate Number : 0004102507



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of May A.D. 2018.

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

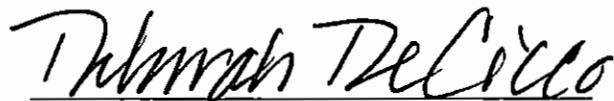
William M. Gardner  
Secretary of State

## Certificate of Vote

The undersigned hereby certifies that she is the duly elected and incumbent Assistant Secretary of Crotched Mountain Foundation, a New Hampshire voluntary corporation with a principal place of business in Greenfield, New Hampshire; and that the following is a true copy of a resolution adopted by vote of the Board of Directors of the Foundation at its regular meeting on October 2, 2017:

VOTED: to authorize the Vice President, Lisa Perales to make, sign and deliver all contracts, leases, deeds, mortgages, and other instruments in the ordinary course of business on behalf of the Foundation and its affiliated corporations.

Date: May 11, 2018



Deborah DeCicco

Assistant Secretary

6.4.2018

---

Date

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/22/2018

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).

<b>PRODUCER</b> Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Greg Meyer	<b>Phone: 603-424-9901</b> <b>Fax: 866-848-1223</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Crotched Mountain Foundation Crotched Mountain Rehabilitation Center, Inc. Scott Graff 1 Verney Drive Greenfield, NH 03047	<b>INSURER A : Philadelphia Indemnity Ins Co</b>			<b>18058</b>
	<b>INSURER B : The Granite State Workers Comp</b>			
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			
	<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1688789	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1m/2m	
A	<input checked="" 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			PHPK1688783	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB594385	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Prof Liab \$ 5,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0120181000972	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	<input checked="" type="checkbox"/> Professional Liab			PHPK1688789	08/01/2017	08/01/2018	Per Claim 1,000,000 Aggregate 3,000,000	

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

This certificate covers all operations usual and customary to the insured's business.

**CERTIFICATE HOLDER****CANCELLATION**

<b>NH DHHS</b> 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Julie Bernier</i>
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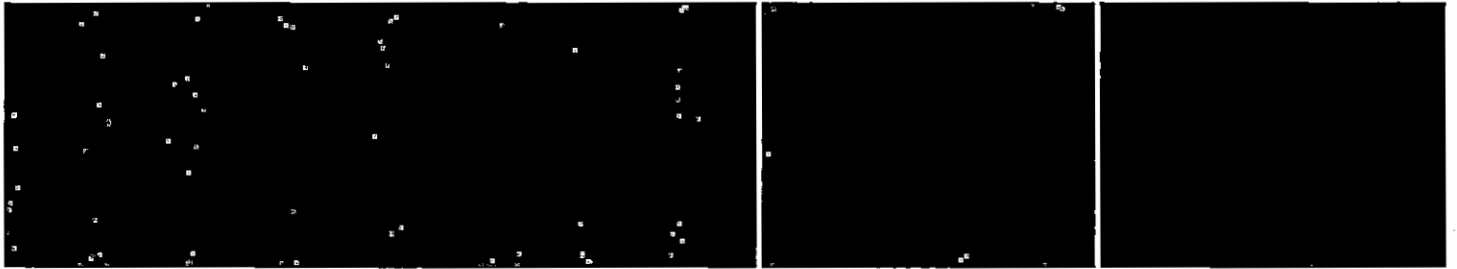
## **Mission Statement**

**To maintain or improve client's functional health status, improve health care access, reduce cost, provide high quality well-coordinated care, support, and advocacy enabling clients to remain living independently in their own homes.**

**Our mission is on behalf of "high need-high cost" clients with multiple, complex, and chronic conditions often combined with behavioral health complexities and socioeconomic challenges.**

## **ROCKINGHAM COUNTY SERVICELINK MISSION**

**Our mission is to educate and empower the entire Rockingham County community, including older adults, persons with disabilities and/or chronic illness, and caregivers as they access services, information, and supports that address their unique needs for health, independence, and dignity.**



**CROTCHED  
MOUNTAIN**

**CONSOLIDATED FINANCIAL STATEMENTS**

**with**

**SUPPLEMENTARY INFORMATION**

**June 30, 2017 and 2016**

**With Independent Auditor's Report**







## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Crotched Mountain Foundation and Affiliates

We have audited the accompanying consolidated financial statements of Crotched Mountain Foundation and Affiliates (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

## Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2017 and 2016, and the related consolidated results of their operations and changes in their net assets, and their consolidated cash flows for the years then ended, in conformity with U.S. GAAP.

## Other Matter

### *Supplementary Information*

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

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
February 9, 2018

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidated Statements of Financial Position**

**June 30, 2017 and 2016**

**ASSETS**

	<u>2017</u>	<u>2016</u>
<b>Continuing operations</b>		
Current assets		
Cash and cash equivalents	\$ 3,314,455	\$ 2,435,316
Accounts receivable, less allowances for doubtful accounts of \$516,800 in 2017 and \$388,900 in 2016	9,208,107	9,075,572
Bequests, pledges, and other receivables	53,031	58,994
Other current assets	<u>657,066</u>	<u>966,622</u>
Total current assets - continuing operations	<u>13,232,659</u>	<u>12,536,504</u>
Property and equipment		
Land and land improvements	4,224,613	4,220,763
Buildings and building improvements	70,359,545	69,944,893
Furniture and equipment	14,545,385	14,035,862
Motor vehicles	2,816,100	2,696,127
Construction in progress	<u>440,928</u>	<u>557,845</u>
	92,386,571	91,455,490
Accumulated depreciation	<u>(63,204,633)</u>	<u>(60,516,439)</u>
Total property and equipment, net - continuing operations	<u>29,181,938</u>	<u>30,939,051</u>
Other assets		
Restricted cash	2,094,167	2,325,568
Assets held for sale	914,911	1,085,605
Unrestricted investments - at fair value	<u>9,682,819</u>	<u>11,273,375</u>
Total other assets - continuing operations	<u>12,691,897</u>	<u>14,684,548</u>
Donor-restricted assets		
Charitable gift annuities, at net present value	342,468	332,184
Investments - at fair value		
By donors for specific purposes	12,745,594	17,778,492
By donors for permanent endowment	<u>8,411,208</u>	<u>8,410,728</u>
Total donor-restricted assets - continuing operations	<u>21,499,270</u>	<u>26,521,404</u>
Beneficial interests in perpetual trusts	<u>9,902,745</u>	<u>9,465,061</u>
Total assets - continuing operations	<u>86,508,509</u>	<u>94,146,568</u>
Discontinued operations		
Accounts receivable, less allowance for doubtful accounts of approximately \$632,200 in 2017 and \$610,100 in 2016	<u>2,739,267</u>	<u>2,446,127</u>
Total assets	<u>\$ 89,247,776</u>	<u>\$ 96,592,695</u>

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

## LIABILITIES AND NET ASSETS

	<u>2017</u>	<u>2016</u>
<b>Continuing operations</b>		
Current liabilities		
Line of credit	\$ 975,000	\$ 750,000
Current portion of long-term debt	1,246,300	1,178,400
Current portion of charitable annuity liability	12,930	13,858
Accounts payable	1,561,156	1,831,829
Accrued salaries, wages and related taxes	2,063,105	2,065,908
Other accrued liabilities	<u>869,706</u>	<u>1,073,316</u>
Total current liabilities - continuing operations	6,728,197	6,913,311
Long-term debt, net of current portion	27,145,833	28,234,184
Other long-term obligations		
Fair value of interest rate swap	1,006,189	1,641,418
Charitable gift annuity liability, net of current portion	47,439	45,312
Capital advances	<u>4,729,400</u>	<u>4,729,400</u>
Total liabilities - continuing operations	39,657,058	41,563,625
<b>Discontinued operations</b>		
Accrued salaries, wages and related taxes	<u>1,607,369</u>	<u>418,598</u>
Total liabilities	<u>41,264,427</u>	<u>41,982,223</u>
Net assets		
Unrestricted	15,521,355	17,258,579
Temporarily restricted	14,148,043	19,476,105
Permanently restricted	<u>18,313,951</u>	<u>17,875,788</u>
Total net assets	<u>47,983,349</u>	<u>54,610,472</u>
Total liabilities and net assets	<u>\$ 89,247,776</u>	<u>\$ 96,592,695</u>

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidated Statement of Operations and Changes in Net Assets**

**Year Ended June 30, 2017**

**(With Comparative Totals for the Year Ended June 30, 2016)**

	2017			Total	2016
	Unrestricted	Temporarily Restricted	Permanently Restricted		Total
Revenues and gains - continuing operations					
Room and board, tuition and special services, net	\$35,826,109	\$ -	\$ -	\$ 35,826,109	\$ 36,175,870
Care management/program services, net	6,776,614	-	-	6,776,614	6,144,483
Rental income	1,182,236	-	-	1,182,236	1,165,961
Other revenue	1,802,327	-	-	1,802,327	1,815,819
Net assets released for operations	<u>7,844,265</u>	<u>(7,844,265)</u>	-	-	-
Total revenues and gains - continuing operations	<u>53,431,551</u>	<u>(7,844,265)</u>	-	<u>45,587,286</u>	<u>45,302,133</u>
Expenses - continuing operations					
Salaries and wages	28,926,274	-	-	28,926,274	29,495,954
Benefits	8,377,429	-	-	8,377,429	7,567,691
Contracted services	3,853,710	-	-	3,853,710	3,500,721
Supplies	1,627,473	-	-	1,627,473	1,870,543
Household and property	2,753,445	-	-	2,753,445	2,582,326
Other	1,961,536	-	-	1,961,536	1,889,533
Interest	1,286,922	-	-	1,286,922	1,321,740
Depreciation	<u>2,928,446</u>	-	-	<u>2,928,446</u>	<u>2,928,515</u>
Total expenses - continuing operations	<u>51,715,235</u>	-	-	<u>51,715,235</u>	<u>51,157,023</u>
Gain (loss) from operations - continuing operations	<u>1,716,316</u>	<u>(7,844,265)</u>	-	<u>(6,127,949)</u>	<u>(5,854,890)</u>
Nonoperating income (expense) - continuing operations					
Contributions and bequests	459,102	120,546	-	579,648	2,540,006
Development expenses	(624,495)	-	-	(624,495)	(608,066)
Income from outside trusts	368,096	-	437,684	805,780	156,675
Investment income (loss)	927,280	2,417,436	479	3,345,195	(2,097,172)
Change in value of interest rate swap	<u>635,230</u>	-	-	<u>635,230</u>	<u>(399,593)</u>
Change in value of split interest agreements	-	11,382	-	11,382	445
Miscellaneous income (expense)	146,057	(3,067)	-	142,990	138,588
Loss on disposal of property and equipment	<u>(67,021)</u>	-	-	<u>(67,021)</u>	<u>(107,073)</u>
Net nonoperating income (expense) - continuing operations	<u>1,844,249</u>	<u>2,546,297</u>	<u>438,163</u>	<u>4,828,709</u>	<u>(376,190)</u>
Excess (deficiency) of revenue over expenses - continuing operations	<u>3,560,565</u>	<u>(5,297,968)</u>	<u>438,163</u>	<u>(1,299,240)</u>	<u>(6,231,080)</u>
Other changes in net assets					
Loss from discontinued operations	(5,327,883)	-	-	(5,327,883)	(2,106,104)
Net assets released for capital expenditures	<u>30,094</u>	<u>(30,094)</u>	-	-	-
Total other changes in net assets	<u>(5,297,789)</u>	<u>(30,094)</u>	-	<u>(5,327,883)</u>	<u>(2,106,104)</u>
Change in net assets	<u>(1,737,224)</u>	<u>(5,328,062)</u>	<u>438,163</u>	<u>(6,627,123)</u>	<u>(8,337,184)</u>
Net assets, beginning of year	<u>17,258,579</u>	<u>19,476,105</u>	<u>17,875,788</u>	<u>54,610,472</u>	<u>62,947,656</u>
Net assets, end of year	<u>\$15,521,355</u>	<u>\$14,148,043</u>	<u>\$18,313,951</u>	<u>\$ 47,983,349</u>	<u>\$ 54,610,472</u>

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

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidated Statement of Operations and Changes in Net Assets**

**Year Ended June 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues and gains - continuing operations				
Room and board, tuition and special services, net	\$ 36,175,870	\$ -	\$ -	\$ 36,175,870
Care management/program services, net	6,144,483	-	-	6,144,483
Rental income	1,165,961	-	-	1,165,961
Other revenue	1,815,819	-	-	1,815,819
Net assets released for operations	<u>5,382,621</u>	<u>(5,382,621)</u>	<u>-</u>	<u>-</u>
<b>Total revenues and gains - continuing operations</b>	<b><u>50,684,754</u></b>	<b><u>(5,382,621)</u></b>	<b><u>-</u></b>	<b><u>45,302,133</u></b>
Expenses - continuing operations				
Salaries and wages	29,495,954	-	-	29,495,954
Benefits	7,567,691	-	-	7,567,691
Contracted services	3,500,721	-	-	3,500,721
Supplies	1,870,543	-	-	1,870,543
Household and property	2,582,326	-	-	2,582,326
Other	1,889,533	-	-	1,889,533
Interest	1,321,740	-	-	1,321,740
Depreciation	<u>2,928,515</u>	<u>-</u>	<u>-</u>	<u>2,928,515</u>
<b>Total expenses - continuing operations</b>	<b><u>51,157,023</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>51,157,023</u></b>
<b>Loss from operations - continuing operations</b>	<b><u>(472,269)</u></b>	<b><u>(5,382,621)</u></b>	<b><u>-</u></b>	<b><u>(5,854,890)</u></b>
Nonoperating income (expense) - continuing operations				
Contributions and bequests	1,699,801	741,355	98,850	2,540,006
Development expenses	(608,066)	-	-	(608,066)
Income (loss) from outside trusts	356,457	-	(199,782)	156,675
Investment (loss) income	(737,470)	(1,360,600)	898	(2,097,172)
Change in value of interest rate swap	(399,593)	-	-	(399,593)
Change in value of split interest agreements	-	445	-	445
Miscellaneous income	138,588	-	-	138,588
Loss on disposal of equipment	<u>(107,073)</u>	<u>-</u>	<u>-</u>	<u>(107,073)</u>
<b>Net nonoperating income (expense) - continuing operations</b>	<b><u>342,644</u></b>	<b><u>(618,800)</u></b>	<b><u>(100,034)</u></b>	<b><u>(376,190)</u></b>
<b>Deficiency of revenue over expenses - continuing operations</b>	<b><u>(129,625)</u></b>	<b><u>(6,001,421)</u></b>	<b><u>(100,034)</u></b>	<b><u>(6,231,080)</u></b>
Other changes in net assets				
Loss on discontinued operations	(2,106,104)	-	-	(2,106,104)
Net assets released for capital expenditures	<u>410,210</u>	<u>(410,210)</u>	<u>-</u>	<u>-</u>
<b>Total other changes in net assets</b>	<b><u>(1,695,894)</u></b>	<b><u>(410,210)</u></b>	<b><u>-</u></b>	<b><u>(2,106,104)</u></b>
<b>Change in net assets</b>	<b>(1,825,519)</b>	<b>(6,411,631)</b>	<b>(100,034)</b>	<b>(8,337,184)</b>
<b>Net assets, beginning of year</b>	<b><u>19,084,098</u></b>	<b><u>25,887,736</u></b>	<b><u>17,975,822</u></b>	<b><u>62,947,656</u></b>
<b>Net assets, end of year</b>	<b><u>\$ 17,258,579</u></b>	<b><u>\$ 19,476,105</u></b>	<b><u>\$ 17,875,788</u></b>	<b><u>\$ 54,610,472</u></b>

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

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ (6,627,123)	\$ (8,337,184)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	2,973,820	2,973,889
Change in value of interest rate swap	(635,230)	399,593
Provision for bad debts	385,000	599,106
Net realized and unrealized (gain) loss on investments	(3,312,367)	2,379,443
Loss on disposal of property and equipment	67,021	107,073
Change in charitable gift annuities, net	(9,085)	3,753
Net changes in beneficial interests in perpetual trusts	(437,684)	199,782
Contributions restricted for long-term purposes	(143,866)	(235,801)
Changes in operating assets and liabilities		
Accounts receivable	(517,535)	(2,068,246)
Bequests, pledges and other receivables	5,963	(30,589)
Other current assets	309,556	(108,575)
Accounts payable	(270,673)	2,730
Accrued salaries, wages and related taxes	(2,803)	318,722
Other accrued liabilities	(203,610)	175,869
Due to third-party payors	-	(107,046)
Net cash used by operating activities - continuing operations	<u>(8,418,616)</u>	<u>(3,727,481)</u>
Net cash provided (used) by operating activities - discontinued operations	<u>895,631</u>	<u>(615,136)</u>
Net cash used by operating activities	<u>(7,522,985)</u>	<u>(4,342,617)</u>
Cash flows from investing activities		
Net transfers of restricted cash	231,401	212,881
Purchases of property and equipment	(1,470,492)	(1,613,323)
Proceeds from sales of property and equipment	402,834	
Purchases of investments	(151,693)	(471,075)
Proceeds from sales of investments	<u>10,087,033</u>	<u>8,521,505</u>
Net cash provided by investing activities	<u>9,099,083</u>	<u>6,649,988</u>
Cash flows from financing activities		
Borrowings of long-term debt	119,973	151,526
Repayments of long-term debt	(1,185,798)	(1,120,165)
Net borrowings (repayments) on line of credit	225,000	(50,000)
Contributions received for long-term purposes	<u>143,866</u>	<u>235,801</u>
Net cash used by financing activities	<u>(696,959)</u>	<u>(782,838)</u>
Net increase in cash and cash equivalents	879,139	1,524,533
Cash and cash equivalents, beginning of year	<u>2,435,316</u>	<u>910,783</u>
Cash and cash equivalents, end of year	\$ <u>3,314,455</u>	\$ <u>2,435,316</u>

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

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### Organization

Crotched Mountain Foundation (the Foundation) is a tax-exempt entity which provides planning, fundraising and management services for the benefit of its affiliated entities. Affiliated entities include Crotched Mountain Rehabilitation Center, Inc. (the Center); Crotched Mountain Community Care, Inc.; Crotched Mountain Residential Services, Inc.; CMRS II; CMRS IV; CMRS Whitefield, Inc.; Crotched Mountain of New York-East Greenbush, Inc. and Sunnyfield Farms, Inc. (Sunnyfield Farm), all of which are primary providers of educational, residential or rehabilitative care, and care management services to physically and developmentally challenged children and adults in the northeastern United States; and Assistive Technology Center d/b/a ATECH Services (Assistive Technology, Education and Community Health Services) (ATECH), which was established to deliver evaluation, consultation, education and other assistive technology services to persons with disabilities primarily throughout New Hampshire, but not limited to a geographic area.

In September 2015, the Organization announced it would be closing the dairy operations at Sunnyfield Farm. During the year ended June 30, 2016, management decided to sell substantially all of Sunnyfield Farm's property and equipment. At June 30, 2017 and 2016, Sunnyfield Farm's property and equipment had not yet been sold and is reported as assets held for sale in the consolidated statement of financial position.

In June 2017, the Organization's Board of Directors approved the closure of the Center's Brain Injury Unit specialty hospital. For the years ended June 30, 2017 and 2016, revenues recognized and expenses incurred related to the Brain Injury Unit specialty hospital's operations are reported as discontinued operations in the consolidated statements of operations and changes in net assets.

### 1. Summary of Significant Accounting Policies

#### Principles of Consolidation

The consolidated financial statements include the accounts of the Foundation and its affiliated entities, referenced above, which are referred to as "the Organization" herein. Significant intercompany accounts and transactions have been eliminated upon consolidation.

The accounting policies that affect the more significant elements of the consolidated financial statements of the Organization are summarized below.

#### Basis of Accounting

The financial statements of the Organization are prepared in conformity with U.S. generally accepted accounting principles (U.S. GAAP) applicable to not-for-profit organizations.

#### Cash and Cash Equivalents

Highly liquid savings deposits and debt investments, with maturities of three months or less when purchased, are considered cash equivalents.



# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of checking, savings and time deposit accounts with banks. These balances fluctuate during the year and can exceed the limit of Federal Deposit Insurance Corporation coverage. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum.

### Restricted Cash

Restricted cash is set aside for donor-restricted purposes. These funds are held in a savings account with intent of protecting the Organization from times of severe market recessions.

Restricted deposits and funded reserves are also included in restricted cash. These amounts are restricted in use by the United States Department of Housing and Urban Development (HUD) in that they may only be used for the replacement of HUD project fixed assets and for the payment of taxes and insurance. Such reserves are required to be held in interest-bearing accounts.

### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on historical account write-off patterns by payor. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

In evaluating the collectability of patient accounts receivable, the Organization analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for doubtful accounts. For receivables relating to services provided to patients having third-party coverage, the Organization records the receivable at the contractually-due amount. For receivables relating to self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), the Organization records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable or unwilling to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

During 2017, the Organization increased its estimate from approximately \$999,000 to approximately \$1,149,000, in the allowance for doubtful accounts. During 2016, the Organization increased its estimate from approximately \$699,000 to \$999,000, in the allowance for doubtful accounts. The change in the allowance during 2017 resulted from trends experienced in the delayed collection of amounts from self-pay clients of ATECH's assistive technology programs. The change in the allowance during 2016 resulted from trends experienced in the delayed collection of amounts from self-pay patients who at June 30, 2016 were pending approval of Medicaid eligibility. Direct write-offs decreased from approximately \$610,000 in 2016 to approximately \$235,000 in 2017.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### Property and Equipment

Property and equipment are stated at cost or, if donated, at fair value determined at the date of donation, less accumulated depreciation. The Organization's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the life of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives.

### Bond Issuance Costs

Certain costs related to the issuance of bonds, such as accountant, attorney and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. Unamortized bond issuance costs are presented as a direct deduction from the carrying amount of the related bonds payable. In addition, the amortization of the bond issuance costs is included with interest expense.

### Investments

Investments in equity securities with readily determinable fair values and all instruments in debt securities are stated at fair value. The fair value of the limited partnership interests are held at the fund managers' reported net asset value (NAV), unless information becomes available indicating the reported NAV may require adjustment. The methods used by the fund managers to assess the NAV vary by asset class. The Organization monitors the valuation methodologies and practices of these fund managers.

Gains and losses are determined by the specific identification method. Investment income or loss is allocated to the related net asset classifications within the unrestricted and temporarily restricted net asset classes. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included in excess (deficiency) of revenue over expenses, pursuant to the fair value option under Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC), *Financial Instruments*.

### Derivative Financial Instruments

FASB ASC 815, *Derivatives and Hedging*, requires that all derivative instruments be reported in the statement of financial position at fair value and establishes criteria for designation and effectiveness of hedging relationships. The Organization uses an interest rate swap agreement to hedge its exposure to the volatility of interest rates.

The interest rate swap is not considered a cash flow hedge. As a result, the entire unrealized gain on the interest rate swap for 2017 and 2016 has been included in the excess (deficiency) of revenue over expenses.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### Beneficial Interests in Perpetual Trusts

The Organization is the beneficiary of several irrevocable charitable perpetual trusts administered by others. The Foundation has recorded as an asset its interest in the fair value of the assets in the trusts as of June 30, 2017 and 2016, and the change in its interests in perpetual trusts for the years then ended is included in the permanently restricted net assets section of the consolidated statements of operations and changes in net assets.

### Qualified Retirement Plans

The Organization has a defined contribution retirement plan which covers all employees who have reached age 21 and completed 1,000 hours of service during the plan year. No employee contributions are allowed under the plan. Each year, the employer may make a discretionary profit-sharing contribution on behalf of eligible employees. No contributions were made to the plan for the years ended June 30, 2017 and 2016. The plan has a five-year vesting schedule. On August 17, 2016, the Board of Directors of the Organization voted to terminate the plan, effective September 1, 2016. Participant funds were transferred to the 403(b) account, annuitized, or distributed to the participants. Remaining funds in the Plan are expected to be distributed during calendar year 2017. Massachusetts Mutual Financial Group serves as the trustee of the plan assets.

In addition, the Organization has a tax-exempt, defined contribution plan in which the Organization participates. The plan covers substantially all employees, except students and part-time employees who normally work less than 20 hours during the plan year. Employees are auto-enrolled to the plan and begin making deferrals upon hire. No employer contributions are allowed under the plan. Massachusetts Mutual Financial Group serves as the trustee of the plan assets

### Earned Time Benefits

The Organization has an accrued time plan to provide fringe benefits for its hourly employees. Under this plan, each employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. For covered employees, hours earned but not used vest with the employee. The Organization records the expected future cost of these benefits as they are earned.

### Contractual Allowances

The Center is reimbursed for the cost of services rendered as determined through the provisions of various rate-setting and reimbursement regulations established by certain third-party reimbursing agencies. The differences between the established billing rates and the amounts recoverable from third-party reimbursing agencies (contractual allowances) are accounted for as deductions from revenues.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### Excess (Deficiency) of Revenue over Expenses

The consolidated statements of operations and changes in net assets include excess (deficiency) of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include loss on discontinued operations and net assets released from restrictions for purchase of long-lived assets.

### Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use has been limited by donors to a specified time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. At June 30, 2017 and 2016 are \$5,690,821 and \$6,036,450, respectively, of funds held by the Foundation for the benefit of certain of its consolidated affiliates.

### Donor-Restricted Contributions

Contributions are reported at fair value at the date of receipt. All gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released. Restricted income and gains earned on temporarily restricted net assets are reflected in the changes in temporarily restricted net assets. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

The Organization reports gifts of furniture, fixtures and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

### Self-Insurance

The Organization is self-insured for employee medical and dental costs. Commercial insurance has been purchased with respect to individual claims over certain dollar limits and annual aggregate claim limitations. The accrued benefits related to this plan include both claims payable and an estimated provision for claims incurred but not yet reported.

### Income Taxes

The Foundation and each affiliate have received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through February 9, 2018, which is the date that the consolidated financial statements were issued.

**2. Investments**

Unrestricted investments and donor-restricted investments are stated at fair value and consist of the following:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 63,631	\$ 678,105
Corporate bonds	6,295,656	9,183,361
Marketable equity securities	12,843,796	19,226,400
Limited partnership and joint venture interests	<u>11,636,538</u>	<u>8,374,729</u>
	<u>\$ 30,839,621</u>	<u>\$ 37,462,595</u>

Significant concentrations of investments include:

	<u>2017</u>	<u>2016</u>
State Street Global Advisors Funds	\$ 4,620,746	\$ -
John Hancock Investments - Income Fund (R6)	2,436,838	-
SEI Baxter Street Offshore Fund, Ltd.	2,127,934	2,317,849
Fiera Capital	2,048,133	-
Acadian Equity Funds	2,037,600	1,591,380
Artisan Global Opportunities	2,020,224	-
AQR Offshore Funds	3,059,043	4,210,778
BNY Mellon IR&M Core Bond Fund II LLC	1,640,282	-
Standard Life Investments Global Absolute Return Strategies Offshore Feeder Fund Ltd.	1,581,898	2,743,771
PIMCO Fund	-	5,212,204
Sanderson International Value Fund	-	5,036,394
Ascend Partners Fund II, Ltd.	95,112	1,846,102
Acadian Emerging Small-Cap Equity Fund	-	1,591,380

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

The principal components of investment income (loss) for 2017 include:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Interest and dividend income	\$ 73,420	\$ 169,327	\$ 479	\$ 243,226
Net realized gain on investments	305,840	703,096	-	1,008,936
Net unrealized gain on investments	680,209	1,623,222	-	2,303,431
Investment fees	<u>(132,189)</u>	<u>(78,209)</u>	<u>-</u>	<u>(210,398)</u>
	<u>\$ 927,280</u>	<u>\$ 2,417,436</u>	<u>\$ 479</u>	<u>\$ 3,345,195</u>

The principal components of investment income (loss) for 2016 include:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Interest and dividend income	\$ 172,728	\$ 344,883	\$ 898	\$ 518,509
Net realized loss on investments	(174,748)	(319,702)	-	(494,450)
Net unrealized loss on investments	(602,818)	(1,282,175)	-	(1,884,993)
Investment fees	<u>(132,632)</u>	<u>(103,606)</u>	<u>-</u>	<u>(236,238)</u>
	<u>\$ (737,470)</u>	<u>\$ (1,360,600)</u>	<u>\$ 898</u>	<u>\$ (2,097,172)</u>

Investments, in general, are exposed to various risks, such as interest rates, credit, and overall market volatility risks. As such, it is reasonably possible that changes could materially affect the amounts reported in the consolidated statements of financial position and consolidated statements of operations and changes in net assets.

### 3. Fair Value Measurements

FASB ASC 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC 820-10-20 defines fair value as the exchange price that would be received for an asset or paid for a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

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

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

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

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

Assets and liabilities measured at fair value on a recurring basis are summarized below:

Fair value measurements as of June 30, 2017:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Investments</b>				
Money market accounts	\$ 63,631	\$ -	\$ -	\$ 63,631
Corporate bonds	3,837,739	2,457,917	-	6,295,656
Marketable equity securities	<u>12,843,796</u>	-	-	<u>12,843,796</u>
	<u>\$16,745,166</u>	<u>\$ 2,457,917</u>	<u>\$ -</u>	19,203,083
 Investments valued at NAV				<u>11,636,538</u>
 Total investments				<u>\$30,839,621</u>
 Charitable gift annuities	<u>\$ -</u>	<u>\$ 342,468</u>	<u>\$ -</u>	<u>\$ 342,468</u>
Beneficial interests in perpetual trusts	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,902,745</u>	<u>\$ 9,902,745</u>
Charitable gift annuity liability	<u>\$ -</u>	<u>\$ 60,369</u>	<u>\$ -</u>	<u>\$ 60,369</u>
Interest rate swap	<u>\$ -</u>	<u>\$ 1,006,189</u>	<u>\$ -</u>	<u>\$ 1,006,189</u>

Fair value measurements as of June 30, 2016:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Investments</b>				
Money market accounts	\$ 678,105	\$ -	\$ -	\$ 678,105
Corporate bonds	-	9,183,361	-	9,183,361
Marketable equity securities	<u>19,226,400</u>	-	-	<u>19,226,400</u>
	<u>\$19,904,505</u>	<u>\$ 9,183,361</u>	<u>\$ -</u>	29,087,866
 Investments valued at NAV				<u>8,374,729</u>
 Total investments				<u>\$37,462,595</u>
 Charitable gift annuities	<u>\$ -</u>	<u>\$ 332,184</u>	<u>\$ -</u>	<u>\$ 332,184</u>
Beneficial interests in perpetual trusts	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,465,061</u>	<u>\$ 9,465,061</u>
Charitable gift annuity liability	<u>\$ -</u>	<u>\$ 59,170</u>	<u>\$ -</u>	<u>\$ 59,170</u>
Interest rate swap	<u>\$ -</u>	<u>\$ 1,641,418</u>	<u>\$ -</u>	<u>\$ 1,641,418</u>

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Changes in fair value of assets measured on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following for the years ended June 30:

	<u>2017</u>	<u>2016</u>
Fair value, beginning of year	\$ 9,465,061	\$ 9,664,843
Net appreciation (depreciation) in fair value	<u>437,684</u>	<u>(199,782)</u>
Fair value, end of year	<u>\$ 9,902,745</u>	<u>\$ 9,465,061</u>

The fair value of financial instruments is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for the Organization's various financial instruments. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments and charitable gift annuities, and the income approach for the interest rate swap. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

Because the Organization will never receive the assets held in the perpetual trusts, the beneficial interest in the perpetual trusts has been categorized as a Level 3 measurement. The fair value of the perpetual trusts is based on an estimate of the Organization's portion of the fair value of the underlying securities and the level of uncertainty related to changes in their value. It is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position.

#### 4. Line of Credit

As of June 30, 2017 and 2016, the Center had available a \$1,000,000 line of credit with a bank, maturing November 30, 2017. Interest accrues on the line at an adjustable rate equal to 2.50% above the One Month LIBOR; however, at no time shall the rate be less than 3.00%. The interest rate at June 30, 2017 and 2016 was 3.55% and 3.00%, respectively. The line of credit is collateralized by substantially all assets of the Center. The line of credit agreement contains certain covenant requirements related to the Center's financial position and operating results. The Center was in compliance with these requirements as of June 30, 2017 and 2016.



**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**5. Long-Term Debt**

Long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
New Hampshire Health and Education Facilities Authority (NHHEFA). Series 2010 revenue bonds; interest, at a variable rate, plus principal are due on the first of each month; matures December 1, 2030; net of unamortized bond issuance costs of \$642,686 and \$688,060 at June 30, 2017 and 2016, respectively. Collateralized by substantially all assets.	<b>\$24,497,398</b>	\$25,291,952
State of New Hampshire State Revolving Fund Loan; principal and interest payable in annual installments through March 2030; interest rate determined annually based on the lower of 3.744% or 80% of the established 11 General Obligation Bond Index published the first week of the month of October before the payment date (2.86% at June 30, 2017). The note is collateralized by an interest in real property located in Greenfield, New Hampshire and all contracts, permits and plans between the State of New Hampshire and the Center.	<b>3,080,342</b>	3,271,512
9.25% mortgage loan to HUD, principal and interest of \$8,266 payable monthly, due January 2023. The note is collateralized by real estate.	<b>431,247</b>	487,676
Various vehicles and equipment loans with maturity dates ranging from 2018 through 2021 and interest rates between 0% and 6.00%. These loans are collateralized by the vehicles and equipment financed.	<b><u>383,146</u></b>	<u>361,444</u>
	<b>28,392,133</b>	29,412,584
Less current portion	<b><u>1,246,300</u></b>	<u>1,178,400</u>
	<b><u>\$27,145,833</u></b>	<u>\$28,234,184</u>

Aggregate annual principal payments required under the various loan agreements for the next five years are as follows:

2018	\$ 1,246,300
2019	1,270,400
2020	1,288,000
2021	1,331,300
2022	1,373,400

## CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

### Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Interest expense charged to operations, including amortization of bond issuance costs of \$45,374, was \$1,286,922 and \$1,321,740 during the years ended June 30, 2017 and 2016, respectively. Interest expense approximates cash paid for interest.

The NHHEFA Series 2010 revenue bonds consist of tax-exempt, variable rate revenue bonds due in monthly principal payments, which increase on an annual basis, ranging from \$68,320 in 2017 to \$126,988 in 2030, with a final balloon payment of \$9,423,544 due at maturity on December 1, 2030. The variable interest rate at June 30, 2017 and 2016 was 3.05% and 2.31%, respectively.

On November 30, 2010, the Center entered into an interest rate swap agreement, which effectively fixes the interest rate on the revenue bonds at 4.145%. As of June 30, 2017 and 2016, the Center recorded a liability of \$1,006,189 and \$1,641,418, respectively, in the statements of financial position related to the interest rate swap agreements. As of June 30, 2017 and 2016, the variable interest rate applicable to the interest rate swap matched the variable interest rate of the Series 2010 bonds. Gains (losses) of \$635,230 and \$(399,593) were recorded during 2017 and 2016, respectively, in the consolidated statements of operations and changes in net assets representing the change in fair value of the interest rate swap during the periods. The counterparty to the interest rate swap agreement is a major financial institution which also participates in the Center's bank credit facilities. The Center is exposed to credit risk equal to the net amount receivable under the swap agreement, not the notional amount, in the event of nonperformance of the counterparty. Credit loss from the counterparty nonperformance is not anticipated. The notional amounts of the swap agreement were \$25,140,084 and \$25,980,012 at June 30, 2017 and 2016, respectively. The notional value declines in amounts which match the reduction of the outstanding bonds.

The Foundation has guaranteed certain debt of the Center aggregating \$25,140,084 and \$25,980,012 as of June 30, 2017 and 2016, respectively, through a pledge of gross receipts and an assignment of certain unrestricted investments.

The Center and its affiliates, including the Foundation, are required, on a consolidated basis, to comply with certain financial and nonfinancial debt covenants related to its bonds payable. As of June 30, 2017, the Center and its affiliates failed to comply with certain debt covenants and has subsequently obtained a debt covenant waiver. As of June 30, 2016, the Center and its affiliates were in compliance with these requirements.

#### 6. Capital Advances

HUD, subject to the terms of mortgage agreements, has made advances to certain of the Foundation's affiliates through capital advance grants under Section 811 of the National Affordable Housing Act (Section 811) in an aggregate amount of \$4,729,400 at June 30, 2017 and 2016. The capital advances bear no interest and are not required to be repaid so long as the housing remains available to eligible, low-income households for the elderly or permanently disabled for a period of 40 years, through July 2037, in accordance with the guidelines under Section 811. The capital advances are also collateralized by mortgages on the related properties. Failure to keep the housing available to low-income households for the elderly or permanently disabled would result in HUD's billing the Organization for the entire capital advance outstanding plus interest since the date of the first advance.

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**7. Room and Board, Tuition and Special Services Revenue**

The Center charges its patients for room and board, tuition and other special services. Certain charges are discounted to the estimated net realizable amounts expected to be received from patients and third-party reimbursing agencies. Net room and board, tuition and special services revenue of the Center for the years ended June 30, 2017 and 2016 is comprised as follows:

	<u>2017</u>	<u>2016</u>
Room and board	\$20,189,140	\$21,160,100
Tuition	12,513,544	12,603,406
Special services	3,632,766	3,412,529
Less provisions for bad debts	<u>(10,000)</u>	<u>(460,106)</u>
	36,325,450	36,715,929
Less contractual allowances and provision for free services	<u>(499,341)</u>	<u>(540,059)</u>
	<u>\$35,826,109</u>	<u>\$36,175,870</u>

**8. Volume of Business Concentration**

The Center's operations depend heavily on certain contracts with federal and state governmental agencies and municipal school systems. Changes in reimbursement methodology could have a significant impact on the Center's operations. Credit is extended without collateral.

Gross revenue by payor is as follows:

	<u>2017</u>	<u>2016</u>
Municipal-school systems-	54 %	55 %
Other third-parties	2	2
Private pay	1	3
State and Federal and other agencies	23	26
Operational support from Foundation and other	<u>20</u>	<u>14</u>
	<u>100 %</u>	<u>100 %</u>

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Accounts receivable is comprised of the following:

	<u>2017</u>	<u>2016</u>
Municipal school systems	56 %	59 %
Other third-parties	8	6
Private pay	1	2
State, Federal and other agencies	<u>35</u>	<u>33</u>
	<u>100 %</u>	<u>100 %</u>

### 9. Commitments and Contingencies

#### Medical Malpractice Insurance

The Organization maintains medical malpractice insurance coverage on a claims-made basis. The Organization is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP require the Organization to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Organization has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2017. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

#### Health and Dental Benefits

The Organization sponsors a health and dental benefit plan for its employees and the employees of its affiliates. The plan is primarily self-insured; however, the Foundation maintains a re-insurance policy for coverage of annual claims in excess of \$100,000 per individual with aggregate coverage at a minimum attachment point of approximately \$6.7 million. The aggregate is calculated based upon expected claims which varies depending upon enrollment. At June 30, 2017 and 2016, the Foundation has accrued estimated losses on incurred but not reported claims of approximately \$448,000. Total expense under the plan was approximately \$5.6 million and \$4.6 million in 2017 and 2016, respectively.

#### Litigation

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

### 10. Nursing Facility Quality Assessment Tax

The New Hampshire Legislature enacted a quality assessment tax on revenues derived from nursing care services. The tax rate in effect at June 30, 2017 and 2016 was 5.5%. The total tax assessed for the Center was \$390,590 and \$417,608 for 2017 and 2016, respectively. As a result of the closure of the Center's Brain Injury Unit specialty hospital, this tax will no longer be required to be paid and is reported as part of the loss from discontinued operations in the consolidated statements of operations and changes in net assets.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### 11. Restricted Net Assets

Temporarily restricted net assets are available for the following purposes:

	<u>2017</u>	<u>2016</u>
Program support	\$ 7,780,522	\$12,755,266
Sunnyfield Farm	17,454	18,646
Accessible recreation trail	33,497	83,459
Medical Director	93,959	34,601
Wellness Program	67,048	78,276
Strategic planning	223,851	329,049
Support for New England natives	423,173	353,612
Arts and crafts program	464,303	425,604
Chiropractic Care in Rehabilitation	-	505,521
Capital expenditures	<u>5,044,236</u>	<u>4,892,071</u>
	<u>\$14,148,043</u>	<u>\$19,476,105</u>

The return on permanently restricted net assets is restricted for the following purposes:

	<u>2017</u>	<u>2016</u>
Capital expenditures	\$ 829,379	\$ 829,379
Program support	16,632,428	16,194,744
Support for New England natives	277,685	277,206
Arts and crafts program	74,459	74,459
Medical Director	<u>500,000</u>	<u>500,000</u>
	<u>\$18,313,951</u>	<u>\$17,875,788</u>

### 12. Endowment

The Foundation's endowment consists of 16 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### Interpretation of Relevant Law

The Foundation has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets contributed value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

In accordance with the Act, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the organization; and
- (7) The investment policies of the organization.

The Foundation has a policy of appropriating a fixed distribution each year as approved by the Board of Directors. In establishing this policy, the Foundation considered the long-term expected return on its endowment. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term, as well as to provide additional real growth through new gifts and investment.

The Board of Directors of the Organization approved the appropriation of amounts in excess of the Act's rebuttable presumption by approximately \$5.5 million in 2017 and \$2.6 million in 2016. The Board of Directors determined these additional appropriations to be prudent based on an analysis of the seven factors outlined in the Act.

### Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Foundation to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2017 and 2016.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2017 and 2016

### Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period, as well as board-designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

### Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	June 30, 2017		
	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	<u>\$ 12,561,631</u>	<u>\$ 8,411,207</u>	<u>\$ 20,972,838</u>

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	June 30, 2016		
	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	<u>\$ 17,477,646</u>	<u>\$ 8,410,728</u>	<u>\$ 25,888,374</u>

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

The Organization had the following endowment related activities for the years ended June 30, 2017 and 2016, respectively:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	\$ 17,477,646	\$ 8,410,728	\$ 25,888,374
Investment return			
Investment income, net of fees	95,194	479	95,673
Net appreciation (realized and unrealized)	<u>2,284,351</u>	<u>-</u>	<u>2,284,351</u>
Total investment return	2,379,545	479	2,380,024
Appropriation of endowment assets for expenditures	<u>(7,295,560)</u>	<u>-</u>	<u>(7,295,560)</u>
Endowment net assets, June 30, 2017	<u>\$ 12,561,631</u>	<u>\$ 8,411,207</u>	<u>\$ 20,972,838</u>
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	\$ 23,173,722	\$ 8,310,980	\$ 31,484,702
Investment (loss) return			
Investment income, net of fees	245,802	898	246,700
Net depreciation (realized and unrealized)	<u>(1,569,831)</u>	<u>-</u>	<u>(1,569,831)</u>
Total investment (loss) return	(1,324,029)	898	(1,323,131)
Contributions/transfers	2,112	98,850	100,962
Appropriation of endowment assets for expenditures	<u>(4,374,159)</u>	<u>-</u>	<u>(4,374,159)</u>
Endowment net assets, June 30, 2016	<u>\$ 17,477,646</u>	<u>\$ 8,410,728</u>	<u>\$ 25,888,374</u>

The Foundation also has beneficial interests in perpetual trusts which are administered by a third-party and are not included in this endowment table. The value of the trusts as of June 30, 2017 and 2016 is \$9,902,745 and \$9,465,061, respectively.



**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2017 and 2016**

**13. Functional Expenses**

The Organization primarily provides educational, residential or rehabilitative care and care management services to physically and developmentally challenged children and adults. Functional expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 42,684,776	\$ 43,213,888
General and administrative	<u>9,030,459</u>	<u>7,943,135</u>
	51,715,235	51,157,023
Development	<u>624,495</u>	<u>608,066</u>
	<u>\$ 52,339,730</u>	<u>\$ 51,765,089</u>

**14. Housing Assistance Payments Contract**

Subsidy rental payments are received from HUD on a monthly basis under a Housing Assistance Payments Contract. The Organization is subject to operating and accounting procedures as prescribed by HUD and outlined in a Regulatory Agreement, including required deposits to restricted reserves and operating escrows.

**15. Discontinued Operations**

During the year ended June 30, 2017, as a result of continued losses, the Center's Board of Directors approved the closure of its Brain Injury Unit specialty hospital, resulting in the termination of the Organization's involvement in the business.

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Revenues and expenses for the Center for 2017 and 2016 were:

	<u>2017</u>	<u>2016</u>
Revenues	\$ 7,563,727	\$ 8,807,702
Expenses	<u>12,891,610</u>	<u>10,913,806</u>
Loss from discontinued operations	<u>\$ (5,327,883)</u>	<u>\$ (2,106,104)</u>

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**SUPPLEMENTARY INFORMATION**

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidating Statement of Financial Position**

**June 30, 2017**

ASSETS	Crotched Mountain Foundation	Crotched Mountain Rehabilitation Center, Inc.	Crotched Mountain Community Care, Inc.	Crotched Mountain Residential Services, Inc.
<b>Continuing operations</b>				
<b>Current assets</b>				
Cash and cash equivalents	\$ 243,948	\$ 2,593,507	\$ 176,843	\$ 18,703
Accounts receivable, net of allowance	-	7,463,133	408,984	123,506
Bequests, pledges and other receivables	53,031	-	-	-
Other current assets	<u>184,698</u>	<u>401,177</u>	<u>8,235</u>	<u>6,800</u>
Total current assets - continuing operations	<u>481,677</u>	<u>10,457,817</u>	<u>594,062</u>	<u>149,009</u>
Due from affiliated organizations, net	<u>8,284,870</u>	-	<u>324,519</u>	-
<b>Property and equipment</b>				
Land and land improvements	410,932	3,308,233	-	6,600
Buildings and building improvements	644,456	62,233,640	-	418,510
Furniture and equipment	2,040,455	11,545,199	286,077	27,034
Motor vehicles	13,497	2,582,255	-	220,348
Construction in progress	<u>239,389</u>	<u>165,958</u>	<u>3,924</u>	-
	3,348,729	79,835,285	290,001	672,492
Accumulated depreciation	<u>(2,060,627)</u>	<u>(54,040,204)</u>	<u>(235,362)</u>	<u>(413,100)</u>
Total property and equipment, net - continuing operations	<u>1,288,102</u>	<u>25,795,081</u>	<u>54,639</u>	<u>259,392</u>
<b>Other assets</b>				
Restricted cash	1,282,335	-	-	-
Bond issuance costs, net of accumulated amortization	-	-	-	-
Assets held for sale	-	-	-	-
Unrestricted investments - at fair value	<u>9,682,819</u>	-	-	-
Total other assets - continuing operations	<u>10,965,154</u>	-	-	-
Interest in net assets of Crotched Mountain Foundation	-	<u>5,588,164</u>	<u>74,831</u>	<u>10,372</u>
<b>Donor-restricted assets</b>				
Charitable gift annuities, at net present value	342,468	-	-	-
Investments - at fair value	-	-	-	-
By donors for specific purposes	12,745,594	-	-	-
By donors for permanent endowment	<u>8,411,208</u>	-	-	-
Total donor-restricted assets - continuing operations	<u>21,499,270</u>	-	-	-
Beneficial interests in perpetual trusts	<u>9,902,745</u>	-	-	-
Total assets - continuing operations	52,421,818	41,841,062	1,048,051	418,773
<b>Discontinued operations</b>				
Accounts receivable, net of allowance	-	<u>2,739,267</u>	-	-
Total assets	<u>\$ 52,421,818</u>	<u>\$ 44,580,329</u>	<u>\$ 1,048,051</u>	<u>\$ 418,773</u>

CMRS II	CMRS Whitefield, Inc.	CMRS IV	Crotched Mountain of New York I - East Greenbush, Inc.	Sunnyfield Farms, Inc.	ATECH	Eliminations	Consolidated
\$ 53,760	\$ 70,244	\$ 22,771	\$ 49,169	\$ -	\$ 85,510	\$ -	\$ 3,314,455
1,760	1,467	-	832	-	1,208,425	-	9,208,107
-	-	-	-	-	-	-	53,031
-	902	-	-	1,774	53,480	-	657,066
<u>55,520</u>	<u>72,613</u>	<u>22,771</u>	<u>50,001</u>	<u>1,774</u>	<u>1,347,415</u>	<u>-</u>	<u>13,232,659</u>
-	-	-	-	243,773	-	(8,853,162)	-
85,290	116,079	78,656	218,823	-	-	-	4,224,613
1,678,821	2,137,392	1,340,913	1,827,542	-	78,271	-	70,359,545
70,345	37,416	15,820	36,807	-	486,232	-	14,545,385
-	-	-	-	-	-	-	2,816,100
-	-	-	-	-	31,657	-	440,928
<u>1,834,456</u>	<u>2,290,887</u>	<u>1,435,389</u>	<u>2,083,172</u>	<u>-</u>	<u>596,160</u>	<u>-</u>	<u>92,386,571</u>
<u>(1,596,529)</u>	<u>(1,738,843)</u>	<u>(1,158,331)</u>	<u>(1,462,578)</u>	<u>-</u>	<u>(499,059)</u>	<u>-</u>	<u>(63,204,633)</u>
<u>237,927</u>	<u>552,044</u>	<u>277,058</u>	<u>620,594</u>	<u>-</u>	<u>97,101</u>	<u>-</u>	<u>29,181,938</u>
359,284	97,164	213,781	141,603	-	-	-	2,094,167
-	-	-	-	914,911	-	-	914,911
-	-	-	-	-	-	-	9,682,819
<u>359,284</u>	<u>97,164</u>	<u>213,781</u>	<u>141,603</u>	<u>914,911</u>	<u>-</u>	<u>-</u>	<u>12,691,897</u>
-	-	-	-	17,454	-	(5,690,821)	-
-	-	-	-	-	-	-	342,468
-	-	-	-	-	-	-	12,745,594
-	-	-	-	-	-	-	8,411,208
-	-	-	-	-	-	-	21,499,270
-	-	-	-	-	-	-	9,902,745
652,731	721,821	513,610	812,198	1,177,912	1,444,516	(14,543,983)	86,508,509
-	-	-	-	-	-	-	2,739,267
<u>\$ 652,731</u>	<u>\$ 721,821</u>	<u>\$ 513,610</u>	<u>\$ 812,198</u>	<u>\$ 1,177,912</u>	<u>\$ 1,444,516</u>	<u>\$ (14,543,983)</u>	<u>\$ 89,247,776</u>

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**  
**Consolidating Statement of Financial Position (Concluded)**

**June 30, 2017**

<u>LIABILITIES AND NET ASSETS (DEFICIT)</u>	<u>Crotched Mountain Foundation</u>	<u>Crotched Mountain Rehabilitation Center, Inc.</u>	<u>Crotched Mountain Community Care, Inc.</u>	<u>Crotched Mountain Residential Services, Inc.</u>
<b>Continuing operations</b>				
<b>Current liabilities</b>				
Line of credit	\$ -	\$ 975,000	\$ -	\$ -
Current portion of long-term debt	-	1,154,000	-	30,400
Current portion of charitable annuity liability	12,930	-	-	-
Accounts payable	221,510	1,081,238	32,773	-
Accrued salaries, wages and related taxes	247,634	1,396,687	164,981	62,243
Other accrued liabilities	<u>157,544</u>	<u>679,371</u>	<u>179</u>	<u>-</u>
Total current liabilities - continuing operations	639,618	5,286,296	197,933	92,643
Due to affiliated organizations, net	-	4,811,240	-	703,095
Long-term debt, net of current portion	-	26,710,593	-	65,893
<b>Other long-term obligations</b>				
Fair value of interest rate swap	-	1,006,189	-	-
Charitable gift annuity liability, net of current portion	47,439	-	-	-
Capital advances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities - continuing operations	687,057	37,814,318	197,933	861,631
<b>Discontinued operations</b>				
Accrued salaries, wages and related taxes	<u>239,008</u>	<u>1,368,361</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>926,065</u>	<u>39,182,679</u>	<u>197,933</u>	<u>861,631</u>
<b>Net assets (deficit)</b>				
Unrestricted	19,033,759	(190,514)	775,287	(453,230)
Temporarily restricted	14,148,043	4,445,163	39,680	10,372
Permanently restricted	<u>18,313,951</u>	<u>1,143,001</u>	<u>35,151</u>	<u>-</u>
Total net assets (deficit)	<u>51,495,753</u>	<u>5,397,650</u>	<u>850,118</u>	<u>(442,858)</u>
Total liabilities and net assets (deficit)	<u>\$ 52,421,818</u>	<u>\$ 44,580,329</u>	<u>\$ 1,048,051</u>	<u>\$ 418,773</u>

CMRS II	CMRS Whitefield, Inc.	CMRS IV	Crotched Mountain of New York I - East Greenbush, Inc.	Sunnyfield Farms, Inc.	ATECH	Eliminations	Consolidated
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975,000
61,900	-	-	-	-	-	-	1,246,300
-	-	-	-	-	-	-	12,930
66,376	52,485	47,504	59,270	-	-	-	1,561,156
6,507	11,241	4,384	2,418	-	167,010	-	2,063,105
<u>10,774</u>	<u>7,983</u>	<u>5,016</u>	<u>8,839</u>	-	-	-	<u>869,706</u>
145,557	71,709	56,904	70,527	-	167,010	-	6,728,197
-	-	-	-	-	3,338,827	(8,853,162)	-
369,347	-	-	-	-	-	-	27,145,833
-	-	-	-	-	-	-	1,006,189
-	-	-	-	-	-	-	47,439
-	<u>1,697,700</u>	<u>1,347,700</u>	<u>1,684,000</u>	-	-	-	<u>4,729,400</u>
514,904	1,769,409	1,404,604	1,754,527	-	3,505,837	(8,853,162)	39,657,058
-	-	-	-	-	-	-	<u>1,607,369</u>
<u>514,904</u>	<u>1,769,409</u>	<u>1,404,604</u>	<u>1,754,527</u>	-	<u>3,505,837</u>	<u>(8,853,162)</u>	<u>41,264,427</u>
137,827	(1,047,588)	(890,994)	(942,329)	1,160,458	(2,061,321)	-	15,521,355
-	-	-	-	17,454	-	(4,512,669)	14,148,043
-	-	-	-	-	-	(1,178,152)	<u>18,313,951</u>
<u>137,827</u>	<u>(1,047,588)</u>	<u>(890,994)</u>	<u>(942,329)</u>	<u>1,177,912</u>	<u>(2,061,321)</u>	<u>(5,690,821)</u>	<u>47,983,349</u>
<u>\$ 652,731</u>	<u>\$ 721,821</u>	<u>\$ 513,610</u>	<u>\$ 812,198</u>	<u>\$ 1,177,912</u>	<u>\$ 1,444,516</u>	<u>\$ (14,543,983)</u>	<u>\$ 89,247,776</u>

## CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

### Consolidating Statement of Unrestricted Operations and Change in Unrestricted Net Assets

Year Ended June 30, 2017

	Crotched Mountain Foundation	Crotched Mountain Rehabilitation Center, Inc.	Crotched Mountain Community Care, Inc.	Crotched Mountain Residential Services, Inc.
Unrestricted revenues and gains - continuing operations				
Room and board, tuition and special services, net	\$ -	\$ 35,826,109	\$ -	\$ -
Care management/program services, net	-	-	2,953,612	1,289,303
Management fees	4,106,561	-	-	-
Rental income	14,687	-	-	-
Other revenue	25,530	1,673,754	66,098	126
Net assets released for operations	7,844,265	-	-	-
Support (to) from affiliates for operations	(6,726,362)	6,724,305	-	-
Net assets transferred for operations from Crotched Mountain Foundation	<u>(970,005)</u>	<u>947,855</u>	<u>22,150</u>	<u>-</u>
Total unrestricted revenues and gains - continuing operations	<u>4,294,676</u>	<u>45,172,023</u>	<u>3,041,860</u>	<u>1,289,429</u>
Expenses - continuing operations				
Salaries and wages	2,144,511	21,761,038	1,727,734	978,371
Benefits	827,895	6,214,064	456,746	258,431
Contracted services	1,119,384	1,949,504	408,467	114,442
Management fees	-	2,834,195	220,030	110,175
Supplies	119,141	1,343,116	24,306	52,612
Household and property	216,661	1,742,766	194,913	67,421
Other	549,788	764,495	173,925	29,443
Interest	-	1,241,349	-	3,250
Depreciation	<u>160,262</u>	<u>2,390,962</u>	<u>8,253</u>	<u>45,251</u>
Total expenses - continuing operations	<u>5,137,642</u>	<u>40,241,489</u>	<u>3,214,374</u>	<u>1,659,396</u>
(Loss) income from operations - continuing operations	<u>(842,966)</u>	<u>4,930,534</u>	<u>(172,514)</u>	<u>(369,967)</u>
Nonoperating income (expense) - continuing operations				
Contributions and bequests	422,358	30,563	6,181	-
Development expenses	(624,495)	-	-	-
Income from outside trusts	368,096	-	-	-
Investment income	927,196	-	-	-
Change in value of interest rate swap	-	635,230	-	-
Miscellaneous income	145,588	-	-	-
Loss on disposal of equipment	(5,601)	-	-	-
Net nonoperating income (expense) - continuing operations	<u>1,233,142</u>	<u>665,793</u>	<u>6,181</u>	<u>-</u>
(Deficiency) excess of revenues over expenses	<u>390,176</u>	<u>5,596,327</u>	<u>(166,333)</u>	<u>(369,967)</u>
Other changes in unrestricted net assets (deficit)				
Loss from discontinued operations	(761,560)	(5,214,830)	-	-
Net assets released for capital acquisitions due to satisfaction of donor restrictions	30,094	-	-	-
Net assets released from restrictions transferred for capital acquisition by Crotched Mountain Foundation	(14,939)	14,939	-	-
Support (to) from affiliates for capital	<u>(15,155)</u>	<u>15,155</u>	<u>-</u>	<u>-</u>
Total other changes in unrestricted net assets (deficit)	<u>(761,560)</u>	<u>(5,184,736)</u>	<u>-</u>	<u>-</u>
Change in unrestricted net assets (deficit)	<u>(371,384)</u>	<u>411,591</u>	<u>(166,333)</u>	<u>(369,967)</u>
Unrestricted net assets (deficit), beginning of year	<u>19,405,143</u>	<u>(602,105)</u>	<u>941,620</u>	<u>(83,263)</u>
Unrestricted net assets (deficit), end of year	<u>\$ 19,033,759</u>	<u>\$ (190,514)</u>	<u>\$ 775,287</u>	<u>\$ (453,230)</u>

			Crotched Mountain of New York I - East Greenbush, Inc.	Sunnyfield Farms, Inc.				
CMRS II	CMRS Whitefield, Inc.	CMRS IV			ATECH	Eliminations	Consolidated	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,826,109	
-	-	-	-	-	2,533,699	-	6,776,614	
-	-	-	-	-	-	(4,106,561)	-	
422,032	347,362	182,784	215,371	-	-	-	1,182,236	
4,120	3,484	1,767	3,869	-	23,579	-	1,802,327	
-	-	-	-	-	-	-	7,844,265	
-	-	-	-	-	2,057	-	-	
-	-	-	-	-	-	-	-	
<u>426,152</u>	<u>350,846</u>	<u>184,551</u>	<u>219,240</u>	<u>-</u>	<u>2,559,335</u>	<u>(4,106,561)</u>	<u>53,431,551</u>	
82,516	99,961	48,749	45,495	39	2,037,860	-	28,926,274	
21,999	26,715	13,550	13,873	-	544,156	-	8,377,429	
32,872	26,937	25,564	32,366	12,682	131,492	-	3,853,710	
16,128	16,128	10,752	20,195	3,058	227,393	(3,458,054)	-	
10,576	10,323	7,958	10,255	-	49,186	-	1,627,473	
87,774	102,265	48,198	56,010	23,382	214,055	-	2,753,445	
9,100	19,188	10,652	9,453	402	395,090	-	1,961,536	
42,323	-	-	-	-	-	-	1,286,922	
<u>27,256</u>	<u>93,874</u>	<u>54,616</u>	<u>80,064</u>	<u>39,345</u>	<u>28,563</u>	<u>-</u>	<u>2,928,446</u>	
<u>330,544</u>	<u>395,391</u>	<u>220,039</u>	<u>267,711</u>	<u>78,908</u>	<u>3,627,795</u>	<u>(3,458,054)</u>	<u>51,715,235</u>	
<u>95,608</u>	<u>(44,545)</u>	<u>(35,488)</u>	<u>(48,471)</u>	<u>(78,908)</u>	<u>(1,068,460)</u>	<u>(648,507)</u>	<u>1,716,316</u>	
-	-	-	-	-	-	-	459,102	
-	-	-	-	-	-	-	(624,495)	
-	-	-	-	-	-	-	368,096	
-	-	-	-	-	84	-	927,280	
-	-	-	-	-	-	-	635,230	
-	-	-	-	-	469	-	146,057	
-	-	-	-	(61,420)	-	-	(67,021)	
-	-	-	-	(61,420)	553	-	1,844,249	
<u>95,608</u>	<u>(44,545)</u>	<u>(35,488)</u>	<u>(48,471)</u>	<u>(140,328)</u>	<u>(1,067,907)</u>	<u>(648,507)</u>	<u>3,560,565</u>	
-	-	-	-	-	-	648,507	(5,327,883)	
-	-	-	-	-	-	-	30,094	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	648,507	(5,297,789)	
95,608	(44,545)	(35,488)	(48,471)	(140,328)	(1,067,907)	-	(1,737,224)	
<u>42,219</u>	<u>(1,003,043)</u>	<u>(855,506)</u>	<u>(893,858)</u>	<u>1,300,786</u>	<u>(993,414)</u>	<u>-</u>	<u>17,258,579</u>	
<u>\$ 137,827</u>	<u>\$ (1,047,588)</u>	<u>\$ (890,994)</u>	<u>\$ (942,329)</u>	<u>\$ 1,160,458</u>	<u>\$ (2,061,321)</u>	<u>\$ -</u>	<u>\$ 15,521,355</u>	



**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidating Statement of Financial Position**

**June 30, 2016**

ASSETS	Crotched Mountain Foundation	Crotched Mountain Rehabilitation Center, Inc.	Crotched Mountain Community Care, Inc.	Crotched Mountain Residential Services, Inc.
<b>Continuing operations</b>				
<b>Current assets</b>				
Cash and cash equivalents	\$ 54,431	\$ 1,915,016	\$ 82,698	\$ 24,486
Accounts receivable, net of allowance	-	7,588,728	365,350	201,946
Bequests, pledges and other receivables	58,994	-	-	-
Other current assets	<u>229,627</u>	<u>622,589</u>	<u>8,235</u>	<u>6,800</u>
Total current assets - continuing operations	<u>343,052</u>	<u>10,126,333</u>	<u>456,283</u>	<u>233,232</u>
Due from affiliated organizations	<u>6,650,193</u>	<u>-</u>	<u>663,342</u>	<u>-</u>
<b>Property, plant and equipment</b>				
Land and land improvements	410,932	3,304,383	-	6,600
Buildings and building improvements	1,096,441	61,516,492	-	414,249
Furniture and equipment	1,873,205	11,268,059	243,894	27,034
Motor vehicles	13,497	2,507,549	-	175,081
Construction in progress	<u>302,416</u>	<u>255,429</u>	<u>-</u>	<u>-</u>
Accumulated depreciation	<u>3,696,491</u> <u>(2,101,272)</u>	<u>78,851,912</u> <u>(51,649,242)</u>	<u>243,894</u> <u>(227,109)</u>	<u>622,964</u> <u>(367,849)</u>
Total property, plant and equipment, net - continuing operations	<u>1,595,219</u>	<u>27,202,670</u>	<u>16,785</u>	<u>255,115</u>
<b>Other assets</b>				
Restricted cash	1,574,154	-	-	-
Bond issuance costs, net of accumulated amortization	-	-	-	-
Notes receivable, net of current portion	-	-	-	-
Unrestricted investments - at fair value	<u>11,273,375</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other assets - continuing operations	<u>12,847,529</u>	<u>-</u>	<u>-</u>	<u>-</u>
Interest in net assets of Crotched Mountain Foundation	<u>-</u>	<u>5,919,360</u>	<u>88,739</u>	<u>9,705</u>
<b>Donor-restricted assets</b>				
Charitable gift annuities, at net present value	332,184	-	-	-
Investments - at fair value	-	-	-	-
By donors for specific purposes	17,778,492	-	-	-
By donors for permanent endowment	<u>8,410,728</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total donor-restricted assets - continuing operations	<u>26,521,404</u>	<u>-</u>	<u>-</u>	<u>-</u>
Beneficial interests in perpetual trusts	<u>9,465,061</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total assets - continuing operations	57,422,458	43,248,363	1,225,149	498,052
<b>Discontinued operations</b>				
Accounts receivable, net of allowance	<u>-</u>	<u>2,446,127</u>	<u>-</u>	<u>-</u>
Total assets	<u>\$ 57,422,458</u>	<u>\$ 45,694,490</u>	<u>\$ 1,225,149</u>	<u>\$ 498,052</u>

CMRS II	CMRS Whitefield, Inc.	CMRS IV	Crotched Mountain of New York I - East Greenbush, Inc.	Sunnyfield Farms, Inc.	ATECH	Eliminations	Consolidated
\$ 77,568	\$ 63,635	\$ 35,470	\$ 70,864	\$ 832	\$ 110,316	\$ -	\$ 2,435,316
3,558	-	-	-	-	915,990	-	9,075,572
-	-	-	-	-	-	-	58,994
-	874	-	-	1,744	96,753	-	966,622
<u>81,126</u>	<u>64,509</u>	<u>35,470</u>	<u>70,864</u>	<u>2,576</u>	<u>1,123,059</u>	<u>-</u>	<u>12,536,504</u>
-	-	-	1,258	212,605	-	(7,527,398)	-
85,290	116,079	78,656	218,823	-	-	-	4,220,763
1,642,045	2,046,689	1,334,403	1,817,466	-	77,108	-	69,944,893
67,122	37,416	12,529	30,046	-	476,557	-	14,035,862
-	-	-	-	-	-	-	2,696,127
-	-	-	-	-	-	-	557,845
<u>1,794,457</u>	<u>2,200,184</u>	<u>1,425,588</u>	<u>2,066,335</u>	<u>-</u>	<u>553,665</u>	<u>-</u>	<u>91,455,490</u>
<u>(1,569,273)</u>	<u>(1,644,969)</u>	<u>(1,103,715)</u>	<u>(1,382,514)</u>	<u>-</u>	<u>(470,496)</u>	<u>-</u>	<u>(60,516,439)</u>
<u>225,184</u>	<u>555,215</u>	<u>321,873</u>	<u>683,821</u>	<u>-</u>	<u>83,169</u>	<u>-</u>	<u>30,939,051</u>
304,711	138,568	201,814	106,321	-	-	-	2,325,568
-	-	-	-	-	-	-	-
-	-	-	-	1,085,605	-	-	1,085,605
-	-	-	-	-	-	-	11,273,375
<u>304,711</u>	<u>138,568</u>	<u>201,814</u>	<u>106,321</u>	<u>1,085,605</u>	<u>-</u>	<u>-</u>	<u>14,684,548</u>
-	-	-	-	18,646	-	(6,036,450)	-
-	-	-	-	-	-	-	332,184
-	-	-	-	-	-	-	17,778,492
-	-	-	-	-	-	-	8,410,728
-	-	-	-	-	-	-	26,521,404
-	-	-	-	-	-	-	9,465,061
611,021	758,292	559,157	862,264	1,319,432	1,206,228	(13,563,848)	94,146,568
-	-	-	-	-	-	-	2,446,127
<u>\$ 611,021</u>	<u>\$ 758,292</u>	<u>\$ 559,157</u>	<u>\$ 862,264</u>	<u>\$ 1,319,432</u>	<u>\$ 1,206,228</u>	<u>\$ (13,563,848)</u>	<u>\$ 96,592,695</u>

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**  
**Consolidating Statement of Financial Position (Concluded)**

**June 30, 2016**

<u>LIABILITIES AND NET ASSETS (DEFICIT)</u>	<u>Crotched Mountain Foundation</u>	<u>Crotched Mountain Rehabilitation Center, Inc.</u>	<u>Crotched Mountain Community Care, Inc.</u>	<u>Crotched Mountain Residential Services, Inc.</u>
<b>Continuing operations</b>				
<b>Current liabilities</b>				
Line of credit	\$ -	\$ 750,000	\$ -	\$ -
Current portion of long-term debt	-	1,104,000	-	18,000
Current portion of charitable annuity liability	13,858	-	-	-
Accounts payable	162,451	1,378,680	44,205	2,741
Accrued salaries, wages and related taxes	258,912	1,460,964	150,406	55,918
Other accrued liabilities	<u>144,429</u>	<u>896,908</u>	<u>179</u>	<u>35</u>
Total current liabilities - continuing operations	579,650	5,590,552	194,790	76,694
Due to affiliated organizations	-	5,016,460	-	442,675
Long-term debt, net of current portion	-	27,750,667	-	52,241
<b>Other long-term obligations</b>				
Fair value of interest rate swap	-	1,641,418	-	-
Charitable gift annuity liability, net of current portion	45,312	-	-	-
Capital advances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities - continuing operations	624,962	39,999,097	194,790	571,610
<b>Discontinued operations</b>				
Accrued salaries, wages and related taxes	<u>40,460</u>	<u>378,138</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>665,422</u>	<u>40,377,235</u>	<u>194,790</u>	<u>571,610</u>
<b>Net assets (deficit)</b>				
Unrestricted	19,405,143	(602,105)	941,620	(83,263)
Temporarily restricted	19,476,105	4,776,359	53,588	9,705
Permanently restricted	<u>17,875,788</u>	<u>1,143,001</u>	<u>35,151</u>	<u>-</u>
Total net assets (deficit)	<u>56,757,036</u>	<u>5,317,255</u>	<u>1,030,359</u>	<u>(73,558)</u>
Total liabilities and net assets (deficit)	<u>\$ 57,422,458</u>	<u>\$ 45,694,490</u>	<u>\$ 1,225,149</u>	<u>\$ 498,052</u>

<u>CMRS II</u>	<u>CMRS Whitefield, Inc.</u>	<u>CMRS IV</u>	<u>Crotched Mountain of New York I - East Greenbush, Inc.</u>	<u>Sunnyfield Farms, Inc.</u>	<u>ATECH</u>	<u>Eliminations</u>	<u>Consolidated</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
56,400	-	-	-	-	-	-	1,178,400
-	-	-	-	-	-	-	13,858
63,381	44,557	59,381	61,491	-	14,942	-	1,831,829
6,319	8,986	2,634	3,022	-	118,747	-	2,065,908
<u>11,426</u>	<u>7,782</u>	<u>4,948</u>	<u>7,609</u>	-	-	-	<u>1,073,316</u>
137,526	61,325	66,963	72,122	-	133,689	-	6,913,311
-	2,310	-	-	-	2,065,953	(7,527,398)	-
431,276	-	-	-	-	-	-	28,234,184
-	-	-	-	-	-	-	1,641,418
-	-	-	-	-	-	-	45,312
-	<u>1,697,700</u>	<u>1,347,700</u>	<u>1,684,000</u>	-	-	-	<u>4,729,400</u>
568,802	1,761,335	1,414,663	1,756,122	-	2,199,642	(7,527,398)	41,563,625
-	-	-	-	-	-	-	<u>418,598</u>
<u>568,802</u>	<u>1,761,335</u>	<u>1,414,663</u>	<u>1,756,122</u>	-	<u>2,199,642</u>	<u>(7,527,398)</u>	<u>41,982,223</u>
42,219	(1,003,043)	(855,506)	(893,858)	1,300,786	(993,414)	-	17,258,579
-	-	-	-	18,646	-	(4,858,298)	19,476,105
-	-	-	-	-	-	(1,178,152)	<u>17,875,788</u>
<u>42,219</u>	<u>(1,003,043)</u>	<u>(855,506)</u>	<u>(893,858)</u>	<u>1,319,432</u>	<u>(993,414)</u>	<u>(6,036,450)</u>	<u>54,610,472</u>
<u>\$ 611,021</u>	<u>\$ 758,292</u>	<u>\$ 559,157</u>	<u>\$ 862,264</u>	<u>\$ 1,319,432</u>	<u>\$ 1,206,228</u>	<u>\$ (13,563,848)</u>	<u>\$ 96,592,695</u>

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

**Consolidating Statement of Unrestricted Operations and Change in Unrestricted Net Assets**

**Year Ended June 30, 2016**

	<u>Crotched Mountain Foundation</u>	<u>Crotched Mountain Rehabilitation Center, Inc.</u>	<u>Crotched Mountain Community Care, Inc.</u>	<u>Crotched Mountain Residential Services, Inc.</u>
Unrestricted revenues and gains - continuing operations				
Room and board, tuition and special services, net	\$ -	\$ 36,175,870	\$ -	\$ -
Care management/program services, net	-	-	2,908,329	1,117,658
Management fees	3,816,690	-	-	-
Rental income	14,687	-	-	-
Other revenue	22,189	1,601,468	33,853	917
Net assets released for operations	5,382,621	-	-	-
Support (from) to affiliates for operations	(4,072,109)	4,124,905	-	-
Net assets transferred for operations from Crotched Mountain Foundation	<u>(1,274,058)</u>	<u>776,470</u>	<u>20,391</u>	<u>-</u>
<b>Total unrestricted revenues and gains - continuing operations</b>	<b><u>3,890,020</u></b>	<b><u>42,678,713</u></b>	<b><u>2,962,573</u></b>	<b><u>1,118,575</u></b>
Expenses - continuing operations				
Salaries and wages	2,147,161	22,957,329	1,644,508	689,837
Benefits	672,595	5,866,043	384,446	162,210
Contracted services	885,637	1,884,399	420,692	99,056
Management fees	-	2,726,876	151,185	69,364
Supplies	112,359	1,623,446	20,918	43,361
Household and property	200,886	1,646,672	183,673	42,345
Other	466,240	810,818	123,953	21,308
Interest	-	1,271,288	-	3,124
Depreciation and amortization	<u>181,381</u>	<u>2,367,724</u>	<u>5,950</u>	<u>42,182</u>
<b>Total expenses - continuing operations</b>	<b><u>4,666,259</u></b>	<b><u>41,154,595</u></b>	<b><u>2,935,325</u></b>	<b><u>1,172,787</u></b>
<b>(Loss) income from operations - continuing operations</b>	<b><u>(776,239)</u></b>	<b><u>1,524,118</u></b>	<b><u>27,248</u></b>	<b><u>(54,212)</u></b>
Nonoperating income (expense) - continuing operations				
Contributions and bequests	1,687,109	9,743	2,949	-
Development expenses	(608,066)	-	-	-
Income from outside trusts	356,457	-	-	-
Investment (loss) income	(738,992)	669	-	-
Change in value of interest rate swap	-	(399,593)	-	-
Miscellaneous income	102,588	-	-	-
Loss on sale of equipment	-	-	-	-
Net nonoperating income (expense) - continuing operations	<u>799,096</u>	<u>(389,181)</u>	<u>2,949</u>	<u>-</u>
<b>(Deficiency) excess of revenues over expenses</b>	<b><u>22,857</u></b>	<b><u>1,134,937</u></b>	<b><u>30,197</u></b>	<b><u>(54,212)</u></b>
Other changes in unrestricted net assets (deficit)				
Loss from discontinued operations	(492,959)	(2,219,857)	-	-
Net assets released for capital acquisitions due to satisfaction of donor restrictions	410,210	-	-	-
Net assets released from restrictions transferred for capital acquisition by Crotched Mountain Foundation	(259,269)	259,269	-	-
Support (to) from affiliates for operations	<u>(150,941)</u>	<u>150,941</u>	<u>-</u>	<u>-</u>
<b>Total other changes in unrestricted net assets (deficit)</b>	<b><u>(492,959)</u></b>	<b><u>(1,809,647)</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Change in unrestricted net assets (deficit)</b>	<b>(470,102)</b>	<b>(674,710)</b>	<b>30,197</b>	<b>(54,212)</b>
Unrestricted net assets (deficit), beginning of year	<u>19,875,245</u>	<u>72,605</u>	<u>911,423</u>	<u>(29,051)</u>
Unrestricted net assets (deficit), end of year	<u>\$ 19,405,143</u>	<u>\$ (602,105)</u>	<u>\$ 941,620</u>	<u>\$ (83,263)</u>

			Crotched Mountain of New York I - East Greenbush, Inc.	Sunnyfield Farms, Inc.	ATECH	Eliminations	Consolidated
CMRS II	CMRS Whitefield, Inc.	CMRS IV					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,175,870
-	-	-	-	3,538	2,114,958	-	6,144,483
-	-	-	-	-	-	(3,816,690)	-
406,806	345,926	180,168	218,374	-	-	-	1,165,961
4,795	4,129	1,612	2,311	45,209	99,336	-	1,815,819
-	-	-	-	-	-	-	5,382,621
-	-	-	-	(52,796)	-	-	-
-	-	-	-	477,197	-	-	-
<u>411,601</u>	<u>350,055</u>	<u>181,780</u>	<u>220,685</u>	<u>473,148</u>	<u>2,214,294</u>	<u>(3,816,690)</u>	<u>50,684,754</u>
77,362	101,859	51,799	42,784	123,649	1,659,666	-	29,495,954
18,344	25,090	9,198	11,206	33,075	385,484	-	7,567,691
23,165	21,355	16,706	28,809	17,846	103,056	-	3,500,721
15,552	15,552	10,752	20,702	30,000	169,995	(3,209,978)	-
9,993	4,734	3,403	11,123	5,423	35,783	-	1,870,543
91,482	82,668	47,620	52,758	51,018	183,204	-	2,582,326
34,247	83,209	33,566	103,495	60,808	151,889	-	1,889,533
47,328	-	-	-	-	-	-	1,321,740
<u>26,231</u>	<u>88,359</u>	<u>54,035</u>	<u>78,380</u>	<u>48,858</u>	<u>35,415</u>	<u>-</u>	<u>2,928,515</u>
<u>343,704</u>	<u>422,826</u>	<u>227,079</u>	<u>349,257</u>	<u>370,677</u>	<u>2,724,492</u>	<u>(3,209,978)</u>	<u>51,157,023</u>
<u>67,897</u>	<u>(72,771)</u>	<u>(45,299)</u>	<u>(128,572)</u>	<u>102,471</u>	<u>(510,198)</u>	<u>(606,712)</u>	<u>(472,269)</u>
-	-	-	-	-	-	-	1,699,801
-	-	-	-	-	-	-	(608,066)
-	-	-	-	-	-	-	356,457
-	-	-	-	4	849	-	(737,470)
-	-	-	-	-	-	-	(399,593)
-	-	-	-	-	36,000	-	138,588
-	-	-	-	(107,073)	-	-	(107,073)
-	-	-	-	(107,069)	36,849	-	342,644
<u>67,897</u>	<u>(72,771)</u>	<u>(45,299)</u>	<u>(128,572)</u>	<u>(4,598)</u>	<u>(473,349)</u>	<u>(606,712)</u>	<u>(129,625)</u>
-	-	-	-	-	-	606,712	(2,106,104)
-	-	-	-	-	-	-	410,210
-	-	-	-	-	-	-	-
-	-	-	-	-	-	606,712	(1,695,894)
67,897	(72,771)	(45,299)	(128,572)	(4,598)	(473,349)	-	(1,825,519)
<u>(25,678)</u>	<u>(930,272)</u>	<u>(810,207)</u>	<u>(765,286)</u>	<u>1,305,384</u>	<u>(520,065)</u>	<u>-</u>	<u>19,084,098</u>
<u>\$ 42,219</u>	<u>\$ (1,003,043)</u>	<u>\$ (855,506)</u>	<u>\$ (893,858)</u>	<u>\$ 1,300,786</u>	<u>\$ (993,414)</u>	<u>\$ -</u>	<u>\$ 17,258,579</u>

CMF BOARD OF DIRECTORS 2017-2018

Ethan Arnold (2019)

David H. Barnes (2020)

Raymond Benoit (2018)

Michael Coughlin (2019)

Benjamin F. Gayman, Esq.  
(2020)

Deanna S. Howard (2019)

Leslie Kenney (2018)

Bruce King (2019)

Darcy Mitchell (2020)

James C. Piet (2020)

Nancy VanVranken, M.D,  
(2019)

Henry Veilleux (2020)

Alex Walker (2018)

Cynthia Yuknewicz (2018)

Officers 2017-2018

Chair, Nancy VanVranken

Vice Chair, Bruce King

Treasurer, Alex Walker

Secretary, Benjamin Gayman

Asst. Secretary, Deborah

DeCicco

# KEY ADMINISTRATIVE PERSONNEL

State of New Hampshire Department of Health and Human Services

Vendor Name: Crotched Mountain Community Care, Inc.

Name of Program/Service: ServiceLink Resource Centers of Rockingham County

<b>Name &amp; Title Key Administrative Personnel</b>			
Michael Coughlin, CEO			
Scott Graph, COO/CFO			
Lisa Perales, Chief Clinical Officer			



# MICHAEL W. COUGHLIN, M.S.

## Chief Executive – Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth  
Strategic Partnerships  
Community & Public Engagement

*Motivating and results driven; recognized for:*

- |   |                                      |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit             |
| ✓ Mentoring & developing inspired leaders     | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding          | ✓ Passionate advocacy for mission    |

## EDUCATION

Master of Science, Social Work - Columbia University, New York, New York  
Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

## PROFESSIONAL EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH  
*One of New Hampshire's oldest and largest Community Action agencies.*

2013-Current

### ➤ CEO

Recruited to coordinate a turnaround, after near bankruptcy and involvement of NH Attorney General's Office. This vital multi-service agency serves over 40,000 people each year with essential services, and its failure would have been devastating to the region.

- Stabilized finances through aggressive cash management and operational analysis
- Re-established senior management engagement to execute positive changes
- Re-built trusting relationships with vendors, government and business partners
- Worked with Board and staff to create an aggressive 5-year Strategic Plan
- Re-energized agency staff with inclusion and frequent communication

REHABILITATIVE RESOURCES, INC.

2012-2013

*One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs. \$25 million in annual revenue and over 600 full and part-time staff.*

### ➤ Interim CEO

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reported to a Board of Directors expecting transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing.

- Met nearly every employee in Town Hall-style meetings
- Met with all major funders to understand their needs and views of the company
- Participated in statewide advocacy for people with disabilities and provider groups
- Launched Strategic Planning process
- Worked to defuse a toxic environment and build cohesiveness again

ARIZONA'S CHILDREN ASSOCIATION

2012 to 2012

*Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.*

➤ CEO

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
  - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
  - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

2007 to 2011

*Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.*

➤ CEO

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
  - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
  - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
  - Initiated and implemented two acquisitions of other nonprofits.
  - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2011.
  - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007  
*One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.*

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

CHC-WORKING WELL & WARREN SHEPELL CONSULTANTS, Toronto, Ontario 1989 to 2002  
*One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.*

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

OCMHS (Now The Clara Martin Center), Orange County, Vermont 1979 to 1986

➤ **Direct Service Provider – serving clients with mental illness and developmental disabilities**

Extensive board, coalition and learning involvement

Past and current roles include: Endowment for Health, NH Mental Health Commission (Governor Lynch appointee), North Country Health Consortium, NH Community Behavioral Health Association (Chair), Leadership NH, NH Fiscal Policy Institute (recent nomination), Lakes Region Partnership for Public Health

**Crotched Mountain Foundation  
Position Description**

Department/Division: Finance

Position Title:	CHIEF FINANCIAL OFFICER <i>Scott Grapa</i>	Reports to:	CEO/President of Crotched Mountain Foundation
Prepared by:	Michael Redmond	Approved by:	Michael Coughlin
Last Update:	06/07/2016		

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**General**

- The CFO plans, organizes and directs financial planning and analysis, financial reporting, accounting policies and procedures, financial assessment, reimbursement and direct contracting to ensure fiscal responsibility and performance of the organization.
- The CFO will function as the business partner for the President/CEO and will provide direction and leadership in reviewing the organization's financial affairs and actively pursuing identified strategies and opportunities for operational improvement.
- Maintain all necessary internal control safeguards
- Manage cash flow and forecasting.
- Lead and coordinate all audit activities; prepare for and manage all external audits.
- Mentor and develop a team of direct reports; manage work allocation, coach and train, collaboratively problem-solve, conduct regular performance evaluations, and build an effective team dynamic.
- Identify, design, and implement innovative results-based approaches to conducting business.

**Leadership**

- Develop an integrated financial plan.
- Provide routine assessments of organizational performance against both the annual budget and long-term strategy.
- Engage the board finance and audit committees around relevant issues, trends, and changes in the operating model(s) and operational delivery.
- Assume a key role in annual planning/budgeting and in monitoring revenue and expenditure against budget.
- Assess the strategy, organization, and assets of the management team, considering the most effective use of resources.
- Oversees performance standards/metrics for each of the departments and evaluates the performance against the standards; coaches and assists the managers in improving their planning and performance.
- Continuously update/improve accounting and financial tools and systems to provide critical financial and operational information; make actionable recommendations on both strategy and operations.
- Streamline and automate financial process and supporting systems, refining processes, developing user-friendly manuals and training programs, and deploying supporting technology.
- Participate in establishing yearly objectives and meeting agendas, and selecting and engaging outside consultants as needed (auditors, investment advisors).

Scott Grady

### Accounting / Reporting

- Oversee accounting operations to ensure proper maintenance of all accounting systems and function; supervise accounting staff.
- Oversee the preparation of monthly and annual financial statements.
- Coordinate and manage all audits and proper filing of tax returns.
- Ensure legal and regulatory compliance with regard to all financial functions

### Finance

- Oversee cash flow, and asset planning to ensure availability of funds as needed.
- Directs the operations of the revenue cycle to ensure that accounts receivable are collected timely and uncompensated care is kept to a minimum. Strives to achieve goals for cash collections and AR days and to reduce bad debt and denials. Routinely reviews revenue cycle metrics to proactively identify and address issues affecting overall performance.
- Oversee financing strategies and activities, as well as banking relationships.
- Develop and utilize forward-looking, predictive models and activity-based financial analyses to provide insight into the organization's operations and business plans.
- Ensure continuous upgrade and maintenance of appropriate internal financial controls and procedures.

### Planning, Policy, and External Relations

- Develop financial business plans and forecasts.
- Engage the finance committee of the board of directors to develop short-, medium-, and long-term financial plans and projections.
- Represent the company to financial partners and auditors.
- Remain up to date on nonprofit audit best practices and state and federal law regarding nonprofit operations. Keeps informed of current issues including new procedures, developments, and innovation.
- Conduct negotiations on financial management elements of agreements with donors and partners.
- Evaluates the financial feasibility of new or existing services and programs; accesses a wide variety of data bases and reports to prepare analytical reports and special studies.

### Qualifications and Requirements:

The CFO will be a seasoned and mature leader with at least 10 years of broad finance experience. S/he will ideally have experience managing finance (accounting, budgeting, control, and reporting) for a complex nonprofit organization with multiple funding sources. The CFO will have the following experience and attributes:

- A CPA and/or MBA Preferred.
- At least five years' experience as CFO or equivalent in a nonprofit organization with a budget of at least \$25 million.
- Experience in a senior financial-management role, partnering with executive staff, resulting in the development and implementation of creative financial management strategies.
- Significant experience in or knowledge of nonprofit accounting, including fund and grant accounting, compliance, and reporting.
- Experience streamlining and automating financial processes, including refining processes, developing user-friendly tools and training programs, and deploying suitable technology.

Scott Graph

- Strong knowledge of and ability to run and supervise accounting and payroll systems software.
- Strong leadership ability, presentation skills, and ability to translate financial terms into understandable terms for managers and Board of Directors.
- Excellent written and oral communication skills.
- Proven problem solving skills, and ability to work under pressure in highly complex and demanding environments.
- Excellent analytical and abstract reasoning skills, plus excellent organization skills.
- Strong management, planning and leadership skills with senior level management experience

Aditya 9/7/16

**LISA M. PERALES**  
**RN, BSN, MBA, NHA, CDONA, LSSBB**

~~1997-2004, Director of Quality, The Hospit~~

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CNO/COO Healthcare Executive

Results-oriented healthcare executive with over 20 years of experience in diverse clinical settings. Managed clinical, administration, and nursing teams of up to 150 FTE's and regulated annual budgets of \$8+ million. Highly skilled at assessing existing operations, formulating new strategies, constructing complex conceptual frameworks, and implementing innovative programs and technologies. Strategic thinker and problem solver with detailed experience in coaching, mentoring, training, Lean Six Sigma, and project management. Proven track record for the successful development of new clinical programs and efficiencies in work and patient flow, resulting in financial and quality improvements that yielded a national award for care coordination throughout the patient experience. Developed alternative staffing and scheduling models, increased acuity and quality of care levels, and established methods to maximize Medicaid reimbursement, resulting in hundreds of thousands of dollars in reduced labor costs and \$1+ million in increased revenue. Broad knowledge, understanding, and application of CMS, JCAHO, DNV and compliance regulations. Computer skills include Electronic Health Records (McKesson, MDI Achieve, En-Chart), Microsoft Office, Qualcare Peer Review, and Milliman (MCG) web-based electronic documentation systems.

AREAS OF EXPERTISE

- Shift Bidding Programs
- Shared Governance Structure
- Balanced Scorecard Implementation
- Clinical Career Mapping
- Discharge Planning
- Levels of Acuity
- Post Acute Ventilator Programs
- LEAN Six Sigma & TQM Programs
- Bed Management Programs
- Simulation Labs
- Care Planning Modules
- Collaborative Practice Protocols
- ED / ER / Triage Operations
- Utilization Review / Management
- Clinical Decision Units
- ICU / In-patient Bed Merger
- Universal Room Concepts
- RAC Task Forces
- Activity Programs
- Medicaid Reimbursement
- Peer Review Programs

AWARDS & RECOGNITION

2015 National Doyle Award Recipient for Innovation & Leadership in Healthcare  
2014 National Association of Professional Women: Woman of the Year Inductee  
2013 Mascenic Regional High School Hall of Fame  
2006 Advance for Nursing: Nursing Leader of the Year Runner Up  
1997 Orlando Regional Healthcare: Nursing Excellence Award Nomination

PROFESSIONAL EXPERIENCE

**Vice President of Nursing/Director of Population Health**

CROTCHED MOUNTAIN REHABILITATION CENTER/COMMUNITY CARE, Portsmouth, NH      2015 - Present  
A statewide Independent Case Management Agency.

- Reports to CEO/President of Crotched Mountain Foundation, supervises approximately 30 FTEs, and oversees all operations at Crotched Mountain Community Care and Service Link program for which Crotched Mountain is fiscal agent.
- Responsible for the implementation of a quality management infrastructure to drive organizational quality initiatives and overall organizational change; Business strategy for CMCC reflecting population health and managed care & alternative payment environments; Development and implementation of transformational tools including evidence-based practice and electronic health record applications; Development and adoption of technology support to clinical decision systems; and, management oversight of general business processes.
- Assures that programs and services are operated in compliance with all applicable state, federal or regional licensing standards; assures that the quality of service offered to clients or tenants meets acceptable standards as promulgated by all licensing authorities, community oversight and advocacy associations, and CMCC policies and procedures; and, coordinates with the QA Program of CMF to assure that all clients, tenants and third party providers are surveyed regarding the delivery of quality services.

**Vice President / Director of Nursing**

CROTCHED MOUNTAIN REHABILITATION CENTER, Greenfield, NH

2010 - 2015

A 62-bed Rehabilitation Hospital and Pediatric and Adult Residential Center.

- Manage 150+ FTE's including clinical and non-clinical staff. Oversee executive level strategic planning, special projects, cost and revenue initiatives, and annual budget development (\$8.2 million).
- Lead Adult and Pediatric Ventilator, Telemetry, Peritoneal Dialysis, Medically Complex, Patient Safety, Nursing Administration, and Care Coordination programs.
- Ensure DNV and DHHS survey compliance. Successfully resolved and mitigated 14 Level I audit and compliance non-conformities. Established tiered levels of care (Acute, Sub Acute, Skilled, and Pediatrics).
- Consulted on the design and implementation of MDI Achieve, Qualcare Peer Review, and Milliman (MCG) web-based electronic documentation systems.
- Developed and implemented TQM, Balanced Scorecard, Lean Six Sigma, and Analytics programs.
- Achieved dramatic improvements in level-of-care decisions and medical record documentation, reducing rate of admission denials from 48 percent in 2011 to 5 percent in 2014.
- Remapped shift schedules and repositioned front line nursing staff based on levels of acuity. Decreased staffing levels by 23 FTE's and slashed overtime, saving \$935,000+ per year in reduced labor costs.
- Increased patient acuity levels and implemented a program for ventilated patients from the State, generating a revenue increase of \$1.75 million.
- Developed and negotiated post-acute level of care and medically complex care programs approved by State legislature, projected to generate an additional \$1.8 million in Medicaid reimbursement per year.
- Improved Long-Term Acute Care quality score from last in NH (improved from 1 star to 4 stars out of 5) and increased patient satisfaction score to 4.5 stars out of 5.
- Designed conceptual framework for the quality management system that enabled Crotched Mountain to become the first healthcare facility in New Hampshire to achieve DNV ISO 9001 Certification.
- Allowed Crotched Mountain to receive the prestigious 2015 National Doyle Award for Innovation and Leadership in Healthcare.

**Vice President / Director of Nursing / Director of Inpatient Services**

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

2004 - 2010

A Critical Access Hospital offering Medical, Surgical, ICU, Obstetrics, Pediatrics, and Mental Health services.

- Promoted twice and reported directly to the CEO. Oversaw 150 FTE's, annual budget development, strategic planning, special projects, and quality / cost containment initiatives.
- Maintained responsibility for 63 licensed beds including 25 acute bed capitation, Med-Surg, Pediatrics, SNF, ICU, OB, SDS, Endoscopy, Respiratory Therapy, Infection Control, and Disaster Preparedness.
- Implemented TQM, Balanced Scorecard, and Six Sigma programs and created new staffing and acuity models. Solidified quality standards and protocols to apply for Magnet status.
- Ensured survey and audit compliance. Received JCAHO reaccreditation without any deficiencies.
- Remodeled Triage protocols that increased Emergency Severity Index acuity from Level 3 to Level 5.
- Established 12-hour shifts and created a customized staffing and acuity tool, saving \$300,000+ per year in staffing overages. Developed policies and procedures manuals for 7 departments.
- Created shared governance model which allowed for the elimination of department supervisors, savings \$500,000.00 annually plus benefits.
- Designed a new Emergency Department and consolidated ICU and Medical-Surgical units. Oversaw 8-bed outpatient Emergency Room (13,000 visits annually) with 3 operating rooms.
- Interfaced with Stanford University to implement a Simulation Lab for training.
- Built and implemented En-Chart hybrid medical record in the Emergency Department with updated coding rules and regulations. Recovered \$2.7 million dollar in lost revenues.

**Manager (Medical / Surgical / Telemetry / Pediatrics)**

NASHOBA VALLEY MEDICAL CENTER, Ayer, MA

2003 - 2004

A community hospital serving 11 communities in North Central Massachusetts.

- Managed a 57-bed Telemetry and Medical-Surgical unit. Maintained 24-hour accountability for Acute Care Services and unit staffing coverage. Oversaw 40 nursing FTE's and fiscal resources at 2 facilities.
- Ensured compliance with CMS, JCAHO, and other regulations, resulting in a successful JCAHO survey.
- Designed and implemented staffing and acuity module and fast tracking program.
- Expanded Pediatric Services and engineered a discharge planning lounge on the In-patient Unit.
- Conceived and developed a pod-care delivery model to bring nursing to the bedside.



**Director, Sub-Acute Services, Adult Day Health, and Infection Control**

UMASS MEMORIAL / THE HIGHLANDS / FAIRLAWN LONG-TERM CARE, Fitchburg, MA

1999 - 2003

A campus providing post-operative and long-term care, clinical nursing, and rehabilitation services.

- Promoted 5 times and managed 40 FTE's and daily operation in a 38-bed Sub-Acute Unit, a 54-bed locked Special Care Unit, and an Adult Day Health Unit with a client capacity of 50 clients.
- Directed Infection Control, Employee Health, and Worker's Compensation activities for 314 beds.
- Maintained 24-hour accountability for resident care. Ensured delivery of comprehensive and quality patient care. Oversaw MDS process while maintaining nursing management responsibilities.
- Partnered with Hospital ED, In-patient Services, IV Therapy, Rehabilitation, and other unit teams to provide holistic care. Monitored, tracked, evaluated, and reported on infections for each unit.
- Reviewed applications for admission to the unit with the Director of Nursing and Admissions and demonstrated knowledge of OBRA and JCAHO guidelines in assisting with survey plans of correction.



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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
Commissioner

Maureen Ryan  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
<b>TOTAL:</b>			<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a single point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance; Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

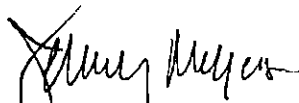
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59

545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	\$96,724.05

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	\$67,892.85

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	\$162,756.84

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	\$99,979.19

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

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	\$108,814.56

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	\$133,925.61

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	\$195,773.21

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	\$64,172.69

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

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

Class/Account	Contracts for Program Sves	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
 (86% Federal Funds; 14% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		Subtotal	\$27,000.00

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

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		Subtotal	\$13,500.00

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		Subtotal	\$33,500.00

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

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		Subtotal	\$42,000.00

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

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		Subtotal	\$20,250.00

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		Subtotal	\$40,500.00

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		Subtotal	\$33,750.00

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

Class/Account	Contracts for Program Sves	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		Subtotal	\$13,500.00

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		Subtotal	\$10,245.00

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

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

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

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

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

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

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

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

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

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

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

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

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

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

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-03)


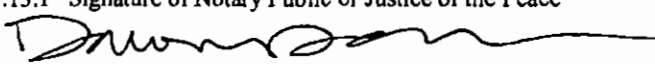

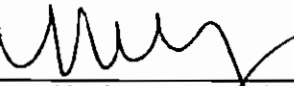
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Crotched Mountain Community Care, Inc.		<b>1.4 Contractor Address</b> 30 International Drive, Suite 202 Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> 603-431-3042	<b>1.6 Account Number</b> 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	<b>1.7 Completion Date</b> September 30, 2018	<b>1.8 Price Limitation</b> \$1,021,731.42
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Lisa Perales, Vice President Nursing/ Director Population Health	
<b>1.13 Acknowledgement:</b> State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>11/10/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal] <span style="float: right;">DAWN M. DOERR, Notary Public                  State of New Hampshire                  My Commission Expires April 6, 2021</span>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Dawn M. Doerr, Medical Staff Coordinator			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maureen Ryan, Director OHS	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  Megan A. Cole - Attorney On: <u>11/29/16</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials JP  
Date 11/16/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:

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Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
- 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
- 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
- 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
- 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
- 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
- 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
- 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.

2.2. Required Services

- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
  - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
  - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
  - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
  - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
  - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
  - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
  - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
  - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
- 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
  - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

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Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.





Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
  - 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.
- 4. Performance Measures**
- 4.1. The Contractor shall meet at a minimum the following performance measures:
    - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
    - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
    - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
    - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
    - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
    - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?
- 5. Staffing**
- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
  - 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
  - 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
  - 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
  - 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
  - 5.6. The Contractor shall provide staff for the following positions/criteria:
    - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
  - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
  - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:

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Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

**6. Deliverables**

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.

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## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301

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Exhibit B

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5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

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New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Crotched Mountain

Improving Access to Information and Services for  
 Individuals and Families Needing Long Term

Budget Request for: Supports and Services:  
 (Name of RFP)

Budget Period: State Fiscal Year 2017

1. Total Salary/Wages	\$ 194,766.73	\$ -	\$ 194,766.73	\$ -	\$ -	\$ -	\$ 194,766.73	\$ 194,766.73
2. Employee Benefits	\$ 48,691.68	\$ -	\$ 48,691.68	\$ -	\$ -	\$ -	\$ 48,691.68	\$ 48,691.68
3. Consultants/Interpreter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,175.00	\$ -	\$ 1,175.00	\$ -	\$ -	\$ -	\$ 1,175.00	\$ 1,175.00
Repair and Maintenance	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ 1,425.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,605.00	\$ -	\$ 3,605.00	\$ -	\$ -	\$ -	\$ 3,605.00	\$ 3,605.00
6. Travel	\$ 6,200.00	\$ -	\$ 6,200.00	\$ -	\$ -	\$ -	\$ 6,200.00	\$ 6,200.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ 19,476.00	\$ -	\$ 19,476.00	\$ 7,476	\$ -	\$ 7,476.00	\$ 12,000.00	\$ 12,000.00
Electricity	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
Heating	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00
Other Occupancy	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 50.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,510.00	\$ -	\$ 4,510.00	\$ -	\$ -	\$ -	\$ 4,510.00	\$ 4,510.00
Postage	\$ 1,185.00	\$ -	\$ 1,185.00	\$ -	\$ -	\$ -	\$ 1,185.00	\$ 1,185.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
12. Subcontracts/Agreements	\$ 1,650.00	\$ -	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00	\$ 1,650.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing and Reproduction	\$ 625.00	\$ -	\$ 625.00	\$ -	\$ -	\$ -	\$ 625.00	\$ 625.00
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ 850.00
Permits/Fees/Test/License/Certification	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 50.00
Volunteer Activities	\$ -	\$ 10,437.70	\$ 10,437.70	\$ -	\$ 10,437.70	\$ 10,437.70	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiscal Agent Fee	\$ 29,947.79	\$ -	\$ 29,947.79	\$ 3,597.37	\$ -	\$ 3,597.37	\$ 26,350.42	\$ 26,350.42
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 316,607.20	\$ 10,437.70	\$ 327,044.90	\$ 11,073.37	\$ 10,437.70	\$ 21,511.07	\$ 305,533.83	\$ 305,533.83

Indirect As A Percent of Direct

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**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Crotched Mountain

Improving Access to Information and  
Services for Individuals and Families Needing

Budget Request for: Long Term Supports and Services:  
(Name of RFP)

Budget Period: State Fiscal Year 2018

1. Total Salary/Wages	\$ 389,533.46	\$ -	\$ 389,533.46	\$ -	\$ -	\$ -	\$ 389,533.46	\$ 389,533.46
2. Employee Benefits	\$ 97,383.36	\$ -	\$ 97,383.36	\$ -	\$ -	\$ -	\$ 97,383.36	\$ 97,383.36
3. Consultants/Interpreter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,350.00	\$ -	\$ 2,350.00	\$ -	\$ -	\$ -	\$ 2,350.00	\$ 2,350.00
Repair and Maintenance	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 2,850.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 7,210.00	\$ -	\$ 7,210.00	\$ -	\$ -	\$ -	\$ 7,210.00	\$ 7,210.00
6. Travel	\$ 12,400.00	\$ -	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ 38,952.00	\$ -	\$ 38,952.00	\$ 14,952.00	\$ -	\$ 14,952.00	\$ 24,000.00	\$ 24,000.00
Electricity	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
Heating	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 800.00
Other Occupancy	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 9,020.00	\$ -	\$ 9,020.00	\$ -	\$ -	\$ -	\$ 9,020.00	\$ 9,020.00
Postage	\$ 2,370.00	\$ -	\$ 2,370.00	\$ -	\$ -	\$ -	\$ 2,370.00	\$ 2,370.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
12. Subcontracts/Agreements	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,300.00	\$ 3,300.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing and Reproduction	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 1,700.00
Permits/Fees/Test/License/Certification	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00
Volunteer Activities	\$ -	\$ 20,875.40	\$ 20,875.40	\$ -	\$ 20,875.40	\$ 20,875.40	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiscal Agent Fee	\$ 48,687.07	\$ -	\$ 48,687.07	\$ 34,336.30	\$ -	\$ 34,336.30	\$ 14,350.77	\$ 14,350.77
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 622,095.89</b>	<b>\$ 20,875.40</b>	<b>\$ 642,881.29</b>	<b>\$ 49,288.30</b>	<b>\$ 20,875.40</b>	<b>\$ 70,163.70</b>	<b>\$ 572,717.59</b>	<b>\$ 572,717.59</b>

Indirect As A Percent of Direct

0.0%

0

Contractor Initials: *P*

Date: *11/10/16*

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Crotched Mountain

Improving Access to Information and Services for  
Individuals and Families Needing Long Term  
Budget Request for: Supports and Services:  
(Name of RFP)

Budget Period: State Fiscal Year 2019

1. Total Salary/Wages	\$ 97,383.37	\$ -	\$ 97,383.37	\$ -	\$ -	\$ -	\$ 97,383.37	\$ 97,383.37
2. Employee Benefits	\$ 24,345.84	\$ -	\$ 24,345.84	\$ -	\$ -	\$ -	\$ 24,345.84	\$ 24,345.84
3. Consultants/Interpreter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 587.50	\$ -	\$ 587.50	\$ -	\$ -	\$ -	\$ 587.50	\$ 587.50
Repair and Maintenance	\$ 712.50	\$ -	\$ 712.50	\$ -	\$ -	\$ -	\$ 712.50	\$ 712.50
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,802.50	\$ -	\$ 1,802.50	\$ -	\$ -	\$ -	\$ 1,802.50	\$ 1,802.50
6. Travel	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ 3,100.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ 9,738.00	\$ -	\$ 9,738.00	\$ 3,738	\$ -	\$ 3,738.00	\$ 6,000.00	\$ 6,000.00
Electricity	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Heating	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00
Other Occupancy	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ 25.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,255.00	\$ -	\$ 2,255.00	\$ -	\$ -	\$ -	\$ 2,255.00	\$ 2,255.00
Postage	\$ 592.50	\$ -	\$ 592.50	\$ -	\$ -	\$ -	\$ 592.50	\$ 592.50
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
11. Staff Education and Training	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ 125.00
12. Subcontracts/Agreements	\$ 825.00	\$ -	\$ 825.00	\$ -	\$ -	\$ -	\$ 825.00	\$ 825.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing and Reproduction	\$ 312.50	\$ -	\$ 312.50	\$ -	\$ -	\$ -	\$ 312.50	\$ 312.50
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00	\$ 425.00
Permits/Fees/Test/License/Certification	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ 25.00
Volunteer Activities	\$ -	\$ 5,218.85	\$ 5,218.85	\$ -	\$ 5,218.85	\$ 5,218.85	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiscal Agent Fee	\$ 12,370.28	\$ -	\$ 12,370.28	\$ 8,481.99	\$ -	\$ 8,481.99	\$ 3,888.29	\$ 3,888.29
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 155,699.99</b>	<b>\$ 5,218.85</b>	<b>\$ 160,918.84</b>	<b>\$ 12,219.99</b>	<b>\$ 5,218.85</b>	<b>\$ 17,438.84</b>	<b>\$ 143,480.00</b>	<b>\$ -</b>

Indirect As A Percent of Direct

0.0%

0

0



**SPECIAL PROVISIONS**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

11/10/16  
Date

Dina Perales, WPH/ Director Population Health  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

11/10/16  
Date

Alex Persles  
Name: VPN/Director Population Health  
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/10/16  
Date

Olga Peoples  
Name:  
Title: WPN / Director Population Health





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*P*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/10/16  
Date

Diana Perales  
Name:  
Title: VPW / Director Population Health

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

P



**NH Department of Health & Human Services**  
**Service Link Resource Center**

**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the Service Link Resource Center Contract**

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 21st day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$308,532.11 to read:  
\$1,077,352.21.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
    - i. NH Family Caregiver Program
    - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
  - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:
    - i. Parish Nurse



NH Department of Health & Human Services  
Service Link Resource Center

- ii. SS Administration
- iii. Low income housing sites and senior centers

1. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:

Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.

- 6. Delete Exhibit B-2, Budget, in its entirety and replace with Exhibit B-2, Budget – Amendment #1.
- 7. Delete Exhibit B-3, Budget, in its entirety and replace with Exhibit B-3, Budget – Amendment #1.
- 8. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/5/18  
Date

[Signature]  
Christine Tappan  
Associate Commissioner

Easter Seals New Hampshire, Inc.

5/22/2018  
Date

[Signature]  
NAME Elin Treandor  
TITLE CFO

Acknowledgement:

State of NH, County of Newborough on 5/22/2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

CYNTHIA ROSS, Notary Public  
My Commission Expires March 12, 2019

[Handwritten mark]

**NH Department of Health & Human Services**  
**Service Link Resource Center**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/7/16

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*ms*

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Easter Seals New Hampshire, Inc (Hillsborough County BLRC)

Improving Access to Information and Services for Individuals and  
 Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program

(Name of RFP)

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 284,871.19	\$ 28,487.12	\$ 291,358.31	\$ -	\$ -	\$ -	\$ 284,871.19	\$ 28,487.12	\$ 291,358.31
2. Employee Benefits	\$ 75,488.29	\$ 7,548.83	\$ 83,037.12	\$ -	\$ -	\$ -	\$ 75,488.29	\$ 7,548.83	\$ 83,037.12
3. Consultants	\$ 2,600.00	\$ 260.00	\$ 2,860.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ 260.00	\$ 2,860.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,600.00	\$ 360.00	\$ 3,960.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ 360.00	\$ 3,960.00
6. Travel	\$ 1,744.00	\$ 174.40	\$ 1,918.40	\$ -	\$ -	\$ -	\$ 1,744.00	\$ 174.40	\$ 1,918.40
7. Occupancy	\$ 35,160.00	\$ 3,516.00	\$ 38,676.00	\$ -	\$ -	\$ -	\$ 35,160.00	\$ 3,516.00	\$ 38,676.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,836.00	\$ 583.60	\$ 6,419.60	\$ -	\$ -	\$ -	\$ 5,836.00	\$ 583.60	\$ 6,419.60
Postage	\$ 1,589.00	\$ 158.90	\$ 1,747.90	\$ -	\$ -	\$ -	\$ 1,589.00	\$ 158.90	\$ 1,747.90
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 655.00	\$ 65.50	\$ 720.50	\$ -	\$ -	\$ -	\$ 655.00	\$ 65.50	\$ 720.50
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13a. NWD - host Strategic conference	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
13b. Printing	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
13c. Volunteer Appreciation	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 393,143.48	\$ 39,314.35	\$ 432,457.83	\$ -	\$ -	\$ -	\$ 393,143.48	\$ 39,314.35	\$ 432,457.83
Indirect As A Percent of Direct		10.0%		#DIV/0!				0.10	

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Easter Seals New Hampshire, Inc. (Hillsborough County SLRC)  
 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:  
 Budget Request for: New Hampshire ServiceLink Program  
(Name of RFP)  
 Budget Period: State Fiscal Year 2019

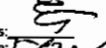
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 252,484.33	\$ 25,248.43	\$ 277,710.76	\$ -	\$ -	\$ -	\$ 252,484.33	\$ 25,248.43	\$ 277,710.76
2. Employee Benefits	\$ 71,852.32	\$ 7,185.23	\$ 79,147.55	\$ -	\$ -	\$ -	\$ 71,852.32	\$ 7,185.23	\$ 79,147.55
3. Consultants	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 40.00	\$ 440.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,960.00	\$ 360.00	\$ 3,960.00	\$ -	\$ -	\$ -	\$ 3,960.00	\$ 360.00	\$ 3,960.00
6. Travel	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
7. Occupancy	\$ 35,180.00	\$ 3,518.00	\$ 38,678.00	\$ -	\$ -	\$ -	\$ 35,180.00	\$ 3,518.00	\$ 38,678.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,968.00	\$ 396.80	\$ 4,364.80	\$ -	\$ -	\$ -	\$ 3,968.00	\$ 396.80	\$ 4,364.80
Postage	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 180.00	\$ 1,980.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13a. NWD - host Strategic conference	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13b. Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13c. Volunteer Appreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 370,544.65	\$ 37,054.46	\$ 407,599.11	\$ -	\$ -	\$ -	\$ 370,544.65	\$ 37,054.46	\$ 407,599.11

Indirect As A Percent of Direct

10.0%

#DIV/0!

0.10

Contractor Initials:   
Date: 1/20/18



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or





consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not



use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

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5/22/2018



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

# New Hampshire Department of Health and Human Services

## Exhibit K



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

## IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department

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5/12/2018



confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

# New Hampshire Department of Health and Human Services

## Exhibit K



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in



accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

*ES*  
*Shahar*



# State of New Hampshire

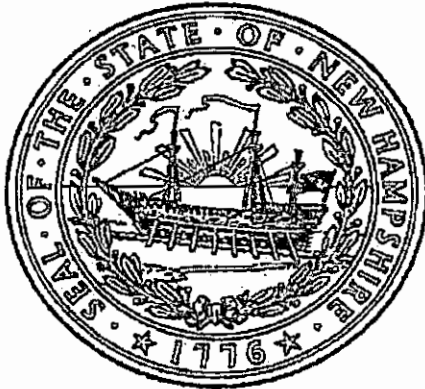
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number : 0004080279



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE / AUTHORIZATION**

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 14, 2017:

RESOLVED: To authorize the president/chief executive officer, chief financial officer, chief operating officer, chief human resources officer and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals Maine, Inc., Easter Seals Vermont, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center).

3. I further certify that Elin Treanor is the CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of 5/22/2018.

Betty Burke  
Assistant Secretary

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May 2018.

Cynthia Ross  
Notary Public

CYNTHIA ROSS, Notary Public  
My Commission Expires March 12, 2019



## DESCRIPTIONS (Continued from Page 1)

named insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.

RE: Service Link Program



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 133 Federal Street, 4th Floor  Boston MA 02110	CONTACT NAME: Moira Crosby	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: mcrosby@hayscompanies.com	
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street  Manchester NH 03103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The North River Insurance Company	21105
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER: 18-19 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	406-7293041	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

State of NH  
 NH Dept. of Health & Human Services  
 Bureau of Elderly & Adult Services  
 129 Pleasant St.  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

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Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

BAKER  
NEWMAN  
NOYES

**Easter Seals New Hampshire, Inc.  
and Subsidiaries**

Consolidated Financial Statements and  
Other Financial Information

*Years Ended August 31, 2017 and 2016  
With Independent Auditors' Report*

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

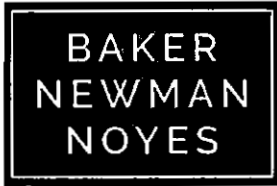
**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2017 and 2016

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2017 and 2016, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### *Management's Responsibility for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

As discussed in note 1, effective August 31, 2016, Easter Seals NH transferred its sole member interest in Easter Seals Rhode Island, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals Rhode Island, Inc. at August 31, 2016, while the results of operations of Easter Seals Rhode Island, Inc. are included for the year then ended.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2017, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire  
December 4, 2017

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b><u>ASSETS</u></b>		
Current assets:		
Cash and cash equivalents	\$ 3,619,043	\$ 1,695,042
Short-term investments, at fair value	2,816,344	2,749,256
Program, and other accounts receivable, less contractual allowance of \$8,302,300 in 2017, and \$7,372,700 in 2016, and allowance for doubtful accounts of \$2,004,100 in 2017 and \$1,510,600 in 2016	9,306,185	9,240,475
Contributions receivable, less allowance for doubtful accounts of \$87,500 in 2017 and \$75,100 in 2016	582,508	1,050,961
Current portion of assets limited as to use	1,566,680	330,085
Prepaid expenses and other current assets	<u>432,857</u>	<u>463,883</u>
Total current assets	18,323,617	15,529,702
Assets limited as to use, net of current portion	1,523,728	1,191,998
Fixed assets, net	28,448,341	26,371,886
Property held for sale	-	252,645
Investments, at fair value	12,027,698	11,399,182
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>254,271</u>
	<u>\$60,782,293</u>	<u>\$54,999,684</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
Current liabilities:		
Accounts payable	\$ 2,417,236	\$ 2,002,382
Accrued expenses	4,773,612	4,912,838
Current portion of deferred revenue	1,683,805	781,321
Current portion of capital lease obligation	20,995	60,617
Current portion of interest rate swap agreements	348,636	401,859
Current portion of long-term debt	<u>2,008,973</u>	<u>829,680</u>
Total current liabilities	11,253,257	8,988,697
Deferred revenue, net of current portion	-	944,167
Other liabilities	1,417,860	1,192,090
Capital lease obligation, net of current portion	-	20,995
Interest rate swap agreements, less current portion	2,293,037	3,086,120
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>20,205,294</u>
Total liabilities	37,249,260	34,437,363
Net assets:		
Unrestricted	15,834,922	14,418,915
Temporarily restricted	2,683,135	1,243,906
Permanently restricted	<u>5,014,976</u>	<u>4,899,500</u>
Total net assets	<u>23,533,033</u>	<u>20,562,321</u>
	<u>\$60,782,293</u>	<u>\$54,999,684</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 312,482	\$ 2,025,590	\$ 108,733	\$ 2,446,805
Special events, net of related direct costs of \$911,140	160,995	1,550,279	-	1,711,274
Annual campaigns, net of related direct costs of \$115,846	259,979	62,056	-	322,035
Bequests	288,456	-	-	288,456
Net assets released from restrictions	<u>2,278,674</u>	<u>(2,278,674)</u>	<u>-</u>	<u>-</u>
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	-	-	61,041,718
Other grants	21,339,214	-	-	21,339,214
Dividend and interest income	546,014	10,746	-	556,760
Rental income	27,225	-	-	27,225
Other	<u>132,189</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>83,086,360</u>	<u>10,746</u>	<u>-</u>	<u>83,097,106</u>
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	-	-	280,174
Professional education	30,599	-	-	30,599
Direct services	<u>76,585,361</u>	<u>-</u>	<u>-</u>	<u>76,585,361</u>
Total program services	76,896,134	-	-	76,896,134
Supporting services:				
Management and general	7,879,911	-	-	7,879,911
Fundraising	<u>1,314,200</u>	<u>-</u>	<u>-</u>	<u>1,314,200</u>
Total supporting services	<u>9,194,111</u>	<u>-</u>	<u>-</u>	<u>9,194,111</u>
Total functional expenses	86,090,245	-	-	86,090,245
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>38,326</u>
Total operating expenses	<u>86,128,571</u>	<u>-</u>	<u>-</u>	<u>86,128,571</u>
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 846,306	\$ -	\$ -	\$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	-	494,883
Increase in fair value of beneficial interest in trust held by others	-	-	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	-	-	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	-	-	(3,146)
Other non-operating (losses) gains	<u>(10,987)</u>	<u>570</u>	<u>-</u>	<u>(10,417)</u>
	<u>1,195,363</u>	<u>69,232</u>	<u>6,743</u>	<u>1,271,338</u>
Increase in net assets before effects of discontinued operations	1,453,738	1,439,229	115,476	3,008,443
Loss from discontinued operations – see note 15	<u>(37,731)</u>	<u>-</u>	<u>-</u>	<u>(37,731)</u>
Total increase in net assets	1,416,007	1,439,229	115,476	2,970,712
Net assets at beginning of year	<u>14,418,915</u>	<u>1,243,906</u>	<u>4,899,500</u>	<u>20,562,321</u>
Net assets at end of year	<u>\$ 15,834,922</u>	<u>\$ 2,683,135</u>	<u>\$ 5,014,976</u>	<u>\$ 23,533,033</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 398,559	\$ 1,228,217	\$ 415,485	\$ 2,042,261
Special events, net of related direct costs of \$829,743	292,525	1,356,066	—	1,648,591
Annual campaigns, net of related direct costs of \$147,622	414,544	105,904	—	520,448
Bequests	28,066	—	50,000	78,066
Net assets released from restrictions	<u>2,483,599</u>	<u>(2,483,599)</u>	<u>—</u>	<u>—</u>
Total public support	3,617,293	206,588	465,485	4,289,366
Revenue:				
Fees and grants from governmental agencies and others, net	54,894,416	—	—	54,894,416
Other grants	20,996,874	—	—	20,996,874
Dividend and interest income	492,444	2,601	—	495,045
Rental income	26,840	—	—	26,840
Other	<u>699,819</u>	<u>—</u>	<u>—</u>	<u>699,819</u>
Total revenue	<u>77,110,393</u>	<u>2,601</u>	<u>—</u>	<u>77,112,994</u>
Total public support and revenue	80,727,686	209,189	465,485	81,402,360
Operating expenses:				
Program services:				
Public health education	273,502	—	—	273,502
Professional education	20,607	—	—	20,607
Direct services	<u>70,998,387</u>	<u>—</u>	<u>—</u>	<u>70,998,387</u>
Total program services	71,292,496	—	—	71,292,496
Supporting services:				
Management and general	7,888,590	—	—	7,888,590
Fundraising	<u>1,280,675</u>	<u>—</u>	<u>—</u>	<u>1,280,675</u>
Total supporting services	<u>9,169,265</u>	<u>—</u>	<u>—</u>	<u>9,169,265</u>
Total functional expenses	80,461,761	—	—	80,461,761
Support of National programs	<u>37,375</u>	<u>—</u>	<u>—</u>	<u>37,375</u>
Total operating expenses	<u>80,499,136</u>	<u>—</u>	<u>—</u>	<u>80,499,136</u>
Increase in net assets from operations	228,550	209,189	465,485	903,224

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (668,012)	\$ -	\$ -	\$ (668,012)
Net unrealized and realized gains on investments	267,616	8,117	-	275,733
Decrease in fair value of beneficial interest in trust held by others	-	-	(4,967)	(4,967)
Loss on sales and disposals of fixed assets	(11,659)	-	-	(11,659)
Other non-operating losses	<u>(15,341)</u>	<u>-</u>	<u>-</u>	<u>(15,341)</u>
	<u>(427,396)</u>	<u>8,117</u>	<u>(4,967)</u>	<u>(424,246)</u>
 (Decrease) increase in net assets before effects of discontinued operations	 (198,846)	 217,306	 460,518	 478,978
 (Loss) gain from discontinued operations – see note 15	 <u>(34,483)</u>	 <u>2,167</u>	 <u>-</u>	 <u>(32,316)</u>
 (Decrease) increase in net assets before effects of deconsolidation of affiliate	 (233,329)	 219,473	 460,518	 446,662
 Deconsolidation of affiliate – see note 14	 <u>(33,129)</u>	 <u>-</u>	 <u>(35,760)</u>	 <u>(68,889)</u>
 Total (decrease) increase in net assets	 (266,458)	 219,473	 424,758	 377,773
 Net assets at beginning of year	 <u>14,685,373</u>	 <u>1,024,433</u>	 <u>4,474,742</u>	 <u>20,184,548</u>
 Net assets at end of year	 <u>\$ 14,418,915</u>	 <u>\$ 1,243,906</u>	 <u>\$ 4,899,500</u>	 <u>\$ 20,562,321</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2017

	Program Services <sup>(1)</sup>				Supporting Services <sup>(1)</sup>			Total Program <sup>(1)</sup> and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2017	2016
Salaries and related expenses	\$164,816	\$ —	\$57,633,534	\$57,798,350	\$5,291,100	\$ 989,588	\$6,280,688	\$64,079,038	\$59,931,764
Professional fees	49,613	--	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061	8,058,559
Supplies	4,514	--	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582	1,954,279
Telephone	108	--	420,160	420,268	194,042	4,612	198,654	618,922	661,607
Postage and shipping	5,503	--	26,188	31,691	15,258	14,302	29,560	61,251	62,119
Occupancy	--	--	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933	2,697,318
Outside printing, artwork and media	16,940	--	34,198	51,138	7,694	26,456	34,150	85,288	91,044
Travel	491	--	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929	2,224,617
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381	204,230
Specific assistance to individuals	--	--	1,102,877	1,102,877	19,657	--	19,657	1,122,534	1,165,760
Dues and subscriptions	--	--	27,749	27,749	8,407	1,056	9,463	37,212	36,179
Minor equipment purchases and equipment rental	59	--	265,596	265,655	83,969	1,355	85,324	350,979	315,003
Ads, fees and miscellaneous	16,999	--	275,784	292,783	130,640	9,120	139,760	432,543	542,447
Interest	--	--	781,743	781,743	204,641	--	204,641	986,384	912,296
Impairment	--	--	767,632	767,632	--	--	--	767,632	--
Depreciation and amortization	220	--	1,654,763	1,654,983	96,114	3,479	99,593	1,754,576	1,604,539
	<u>\$280,174</u>	<u>\$30,599</u>	<u>\$76,585,361</u>	<u>\$76,896,134</u>	<u>\$7,879,911</u>	<u>\$1,314,200</u>	<u>\$9,194,111</u>	<u>\$86,090,245</u>	<u>\$80,461,761</u>
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2016

	<u>Program Services <sup>(1)</sup></u>				<u>Supporting Services <sup>(1)</sup></u>			<u>Total Program <sup>(1)</sup> and Supporting Services Expenses</u>
	<u>Public Health Education</u>	<u>Profes- sional Education</u>	<u>Direct Services</u>	<u>Total</u>	<u>Manage- ment and General</u>	<u>Fund- Raising</u>	<u>Total</u>	<u>2016</u>
Salaries and related expenses	\$159,903	\$ —	\$53,446,952	\$53,606,855	\$5,358,606	\$ 966,303	\$6,324,909	\$59,931,764
Professional fees	60,418	—	6,409,352	6,469,770	1,441,057	147,732	1,588,789	8,058,559
Supplies	2,455	—	1,853,930	1,856,385	70,867	27,027	97,894	1,954,279
Telephone	50	—	435,407	435,457	221,650	4,500	226,150	661,607
Postage and shipping	2,707	—	28,857	31,564	21,241	9,314	30,555	62,119
Occupancy	—	—	2,414,393	2,414,393	233,578	49,347	282,925	2,697,318
Outside printing, artwork and media	23,606	—	32,160	55,766	4,815	30,463	35,278	91,044
Travel	1,205	—	2,182,663	2,183,868	30,664	10,085	40,749	2,224,617
Conventions and meetings	16,492	20,607	137,197	174,296	8,519	21,415	29,934	204,230
Specific assistance to individuals	—	—	1,157,261	1,157,261	8,324	175	8,499	1,165,760
Dues and subscriptions	175	—	26,933	27,108	7,110	1,961	9,071	36,179
Minor equipment purchases and equipment rental	—	—	230,386	230,386	78,874	5,743	84,617	315,003
Ads, fees and miscellaneous	6,227	—	394,751	400,978	137,768	3,701	141,469	542,447
Interest	—	—	744,076	744,076	168,220	—	168,220	912,296
Depreciation and amortization	264	—	1,504,069	1,504,333	97,297	2,909	100,206	1,604,539
	<u>\$273,502</u>	<u>\$20,607</u>	<u>\$70,998,387</u>	<u>\$71,292,496</u>	<u>\$7,888,590</u>	<u>\$1,280,675</u>	<u>\$9,169,265</u>	<u>\$80,461,761</u>
	0.34%	0.02%	88.24%	88.60%	9.80%	1.60%	11.40%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase in net assets	\$ 2,970,712	\$ 377,773
Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,754,576	1,604,539
Impairment	767,632	-
Bad debt provision	2,284,863	984,511
(Increase) decrease in fair value of beneficial interest in trust held by others	(6,743)	4,967
Net gain on sales and disposals of fixed assets and property held for sale	(3,329)	(41,204)
Loss on extinguishment of debt	63,031	-
Change in fair value of interest rate swaps	(846,306)	668,012
Net unrealized and realized gains on investments	(494,883)	(275,733)
Deconsolidation of affiliates – see note 14	-	68,889
Temporarily restricted contributions	(2,025,590)	(1,228,217)
Permanently restricted contributions	(108,733)	(415,485)
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	-	98,710
Program and other accounts receivable	(2,350,573)	(3,110,706)
Contributions receivable	468,453	(445,705)
Prepaid expenses and other current assets	31,026	739,182
Other assets	(363,547)	28,331
Accounts payable and accrued expenses	275,628	880,435
Deferred revenue	(41,683)	(377,956)
Other liabilities	<u>225,770</u>	<u>181,982</u>
Net cash provided (used) by operating activities	2,600,304	(257,675)
Cash flows from investing activities:		
Purchases of fixed assets	(4,467,192)	(5,062,802)
Proceeds from sale of fixed assets and property held for sale	290,155	912,714
Cash provided for deconsolidation of affiliate	-	(500)
Change in investments, net	(200,721)	(1,622,433)
Change in assets limited as to use	<u>(1,568,325)</u>	<u>(197,887)</u>
Net cash used by investing activities	(5,946,083)	(5,970,908)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(18,945,588)	(4,152,220)
Issuance of long-term debt, net of bond issuance costs	22,081,045	5,079,404
Repayments on lines of credit	-	(262,356)
Temporarily restricted contributions	2,025,590	1,228,217
Permanently restricted contributions	<u>108,733</u>	<u>415,485</u>
Net cash provided by financing activities	<u>5,269,780</u>	<u>2,308,530</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Increase (decrease) in cash and cash equivalents	\$ 1,924,001	\$ (3,920,053)
Cash and cash equivalents, beginning of year	<u>1,695,042</u>	<u>5,615,095</u>
Cash and cash equivalents, end of year	<u>\$ 3,619,043</u>	<u>\$ 1,695,042</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 942,000</u>	<u>\$ 948,000</u>

In 2016, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals Rhode Island, Inc. to an unrelated party (see note 14).

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. See note 14. The accompanying consolidated statements of activities include the results of operations of Easter Seals RI through the date Easter Seals NH's sole member interest was transferred.

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, Massachusetts (prior to the closure of Harbor Schools, see note 15), Rhode Island (prior to deconsolidation), and Vermont.

#### 2. Summary of Significant Accounting Policies

##### Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

##### Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2017 and 2016, approximately \$1,705,000 and \$1,262,000, respectively, of cash and cash equivalents, and approximately \$2,816,000 and \$2,749,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

##### Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

##### Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

##### Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

Property held for sale is recorded at the lower of net realizable value or carrying value. No impairment losses were recognized in 2017 or 2016.

##### Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2016 consisted of a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

Amortization expense recognized in 2017 and 2016 totaled \$33,131 and \$33,130, respectively.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded \$132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded \$635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2017 and 2016.

#### Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2017 and 2016 was \$5,069 and \$3,072 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

#### Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2017 and 2016 totaled \$2,284,863 and \$984,511 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The increase in bad debt provision in 2017 is due to growth in services provided by Manchester Alcoholism Rehabilitation Center. See also note 5.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2017 and 2016 were \$8,302,300 and \$7,372,700, respectively. The total contractual adjustments provided in 2017 and 2016 totaled \$42,812,400 and \$22,364,200, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 is primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in these services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

#### Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

#### Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,701,000 and \$5,611,000 for the years ended August 31, 2017 and 2016, respectively.

#### Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

##### Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2017 and 2016, Easter Seals NH had recognized a liability of \$2,641,673 and \$3,487,979, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$846,306 and a decrease in net assets of \$668,012 for the years ended August 31, 2017 and 2016, respectively, in the accompanying consolidated statements of activity and changes in net assets.

##### Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.



## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

##### Recent Accounting Pronouncements

Effective for the year ended August 31, 2017, Easter Seals NH retroactively adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2015-03, *Interest – Imputation of Interest*, which changes the presentation of debt issuance costs by requiring that debt issuance costs related to a recognized debt liability be presented in the consolidated statement of financial position as a direct deduction from the carrying amount of that debt liability and amortized to interest expense, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs is not affected by the ASU. As a result of the adoption, Easter Seals NH has reclassified unamortized bond issuance costs in the amount of \$56,073 from bond issuance costs, net on the accompanying consolidated statement of financial position at August 31, 2016 and presented the amount as a reduction of long-term debt, as required by the ASU. The adoption has no effect on Easter Seals NH's net assets, consolidated statement of activities and changes in net assets or statement of cash flows for the year ended August 31, 2016

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

##### Reclassifications

Certain reclassifications have been made to the 2016 consolidated financial statements to conform to the 2017 presentation.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

##### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2017, the date these consolidated financial statements were available to be issued.

#### 3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**3. Classification of Net Assets (Continued)**

*Endowment Net Asset Composition by Type of Fund*

The major categories of endowment funds at August 31, 2017 and 2016 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2017</u>			
Camping program	\$ 4,052	\$ 365,969	\$ 370,021
Other programs	52,585	430,204	482,789
Operations	<u>—</u>	<u>3,994,823</u>	<u>3,994,823</u>
Total endowment net assets	<u>\$56,637</u>	<u>\$4,790,996</u>	<u>\$4,847,633</u>
<u>2016</u>			
Camping program	\$ 2,944	\$ 365,969	\$ 368,913
Other programs	12,102	395,178	407,280
Operations	<u>—</u>	<u>3,879,484</u>	<u>3,879,484</u>
Total endowment net assets	<u>\$15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>

*Changes in Endowment Net Assets*

During the years ended August 31, 2017 and 2016, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2015	\$ 13,552	\$4,345,395	\$4,358,947
Investment return:			
Investment income, net of fees	9,802	—	9,802
Net appreciation (realized and unrealized)	551	—	551
Contributions	—	295,236	295,236
Appropriated for expenditure	<u>(8,859)</u>	<u>—</u>	<u>(8,859)</u>
Net endowment assets, August 31, 2016	15,046	4,640,631	4,655,677
Investment return:			
Investment income, net of fees	25,641	—	25,641
Net appreciation (realized and unrealized)	20,017	—	20,017
Contributions	—	150,365	150,365
Appropriated for expenditure	<u>(4,067)</u>	<u>—</u>	<u>(4,067)</u>
Net endowment assets, August 31, 2017	<u>\$ 56,637</u>	<u>\$4,790,996</u>	<u>\$4,847,633</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**3. Classification of Net Assets (Continued)**

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2017 and 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2017</u>				
Veterans program	\$ -	\$ 715,361	\$ -	\$ 715,361
Other programs	-	184,462	-	184,462
Operations	<u>15,834,922</u>	<u>1,726,675</u>	<u>223,980</u>	<u>17,785,577</u>
Total non-endowment net assets	<u>\$15,834,922</u>	<u>\$2,626,498</u>	<u>\$223,980</u>	<u>\$18,685,400</u>
<u>2016</u>				
Seniors program	\$ -	\$ 2,336	\$ -	\$ 2,336
Veterans program	86,638	476,393	-	563,031
Other programs	-	217,631	-	217,631
Operations	<u>14,332,277</u>	<u>532,500</u>	<u>258,869</u>	<u>15,123,646</u>
Total non-endowment net assets	<u>\$14,418,915</u>	<u>\$1,228,860</u>	<u>\$258,869</u>	<u>\$15,906,644</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2017 or 2016.

**Investment and Spending Policies**

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**3. Classification of Net Assets (Continued)**

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

**4. Contributions Receivable**

Contributions receivable from donors as of August 31, 2017 and 2016 are \$946,055 and \$1,050,961, respectively, net of an allowance for doubtful accounts of \$87,500 and \$75,100, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2017:

2018	\$ 670,008
2019	234,958
2020	81,358
2021	44,000
2022	2,500
Thereafter	<u>731</u>
	<u>\$1,033,555</u>

**5. Manchester Alcoholism Rehabilitation Center Revenues**

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2017 and 2016 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2017 and 2016 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
<u>2017</u>				
Private payors (includes coinsurance and deductibles)	\$33,264,634	\$(21,055,057)	\$(1,855,504)	\$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	<u>632,930</u>	<u>(98,180)</u>	<u>(209,128)</u>	<u>325,622</u>
	<u>\$58,416,992</u>	<u>\$(41,776,712)</u>	<u>\$(2,229,258)</u>	<u>\$14,411,022</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**5. Manchester Alcoholism Rehabilitation Center Revenues (Continued)**

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
<u>2016</u>				
Private payors (includes coinsurance and deductibles)	\$18,368,651	\$(10,842,721)	\$ (519,320)	\$ 7,006,610
Medicaid	13,220,573	(10,610,872)	(46,051)	2,563,650
Medicare	318,995	(9,599)	(24)	309,372
Self-pay	<u>349,502</u>	<u>(50,560)</u>	<u>(58,531)</u>	<u>240,411</u>
	<u>\$32,257,721</u>	<u>\$(21,513,752)</u>	<u>\$ (623,926)</u>	<u>\$10,120,043</u>

**6. Leases**

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,046,000 and \$1,042,000 for the years ended August 31, 2017 and 2016, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2017, through the remaining contractual term of the underlying lease agreements, are as follows:

2018	\$641,380
2019	409,830
2020	382,277
2021	294,916
2022	238,854
Thereafter	21,080

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Payments made under this agreement for the years ended August 31, 2017 and 2016 were \$60,617 and \$58,886, respectively. The carrying value of assets recorded under the capital lease totaled \$17,533 and \$74,282, net of accumulated amortization of \$161,286 and \$104,537 for the years ended August 31, 2017 and 2016, respectively. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2017 and 2016 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2017 are as follows:

2018	\$20,995
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**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**7. Fixed Assets**

Fixed assets consist of the following at August 31:

	<u>2017</u>	<u>2016</u>
Buildings	\$ 27,501,343	\$ 29,172,825
Land and land improvements	2,989,333	2,925,950
Leasehold improvements	120,539	128,330
Office equipment and furniture	8,609,250	7,929,113
Vehicles	2,750,511	3,074,068
Construction in progress	<u>2,806,165</u>	<u>250,175</u>
	44,777,141	43,480,461
Less accumulated depreciation and amortization	<u>(16,328,800)</u>	<u>(17,108,575)</u>
	<u>\$ 28,448,341</u>	<u>\$ 26,371,886</u>

Depreciation and amortization expense related to fixed assets totaled \$1,721,445 and \$1,571,409 in 2017 and 2016, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2017 and 2016.

At August 31, 2017, Easter Seals NH had construction and development commitments outstanding totaling approximately \$1,012,000.

**8. Investments and Assets Limited as to Use**

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 1,873,318	\$ 514,040
Marketable equity securities	1,450,878	1,225,399
Mutual funds	13,244,995	12,795,566
Corporate and foreign bonds	940,042	707,444
Government and agency securities	<u>425,217</u>	<u>428,072</u>
	17,934,450	15,670,521
Less: assets limited as to use	<u>(3,090,408)</u>	<u>(1,522,083)</u>
Total investments, at fair value	<u>\$14,844,042</u>	<u>\$14,148,438</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**8. Investments and Assets Limited as to Use (Continued)**

The composition of assets limited as to use at August 31, 2017 and 2016 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2017</u>	<u>2016</u>
Under a deferred compensation plan (see note 9):		
Investments	\$1,417,727	\$1,191,998
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	<u>1,672,681</u>	<u>330,085</u>
<b>Total assets limited as to use</b>	<b><u>\$3,090,408</u></b>	<b><u>\$1,522,083</u></b>

The principal components of investment income and net realized and unrealized gains (losses) included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	<u>2017</u>	<u>2016</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 546,014	\$ 492,444
Net unrealized gains	305,131	107,141
Net realized gains	<u>121,090</u>	<u>160,475</u>
	972,235	760,060
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	10,746	2,601
Net unrealized gains	51,569	2,138
Net realized gains	<u>17,093</u>	<u>5,979</u>
	<u>79,408</u>	<u>10,718</u>
	<b><u>\$1,051,643</u></b>	<b><u>\$ 770,778</u></b>

**9. Retirement Plans**

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$479,000 and \$489,000 for the years ended August 31, 2017 and 2016, respectively.



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**9. Retirement Plans (Continued)**

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$106,000 and \$105,000 to this plan during the years ended August 31, 2017 and 2016, respectively. The assets and liabilities associated with this plan were \$1,417,727 and \$1,191,998 at August 31, 2017 and 2016, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

**10. Borrowings**

Borrowings consist of the following at August 31:

	<u>2017</u>	<u>2016</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.65% (2.52% at August 31, 2017), due in annual principal payments increasing from \$38,750 to \$76,250 with a final payment of \$3,029,996 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$12,705,000	\$ —
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.25%, annual principal payments continually increasing from \$15,310 to \$24,110 with a final payment of \$4,542,129 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	9,052,520	—
Revenue Bonds, Series 2004A, tax exempt, issued through NHHEFA, with a variable rate determined through weekly remarketing, due in annual principal payments continually increasing from \$440,000 to \$1,060,000. Paid in full in December 2016 using proceeds from Series 2016A.	—	13,455,000
Mortgage note payable to a bank with a variable rate of LIBOR plus 2.25%, principal and interest payable monthly. Paid in full in December 2016 using proceeds from Series 2016B.	—	4,787,320
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$121 to \$2,923 payable monthly through dates ranging from April 2018 through August 2021, secured by vehicles with a net book value of \$383,601 at August 31, 2017.	312,440	430,052

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**10. Borrowings (Continued)**

	<u>2017</u>	<u>2016</u>
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$4,645,708 at August 31, 2017.	\$ <u>2,355,174</u>	\$ <u>2,418,675</u>
	24,425,134	21,091,047
Less current portion	2,008,973	829,680
Less net unamortized bond issuance costs	<u>131,055</u>	<u>56,073</u>
	<u>\$22,285,106</u>	<u>\$20,205,294</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2018	\$ 2,008,973
2019	855,825
2020	858,076
2021	878,972
2022	876,330
Thereafter	<u>18,946,958</u>
	<u>\$24,425,134</u>

**Lines of Credit and Other Financing Arrangements**

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are four notes payable totaling \$58,244 and five notes payable totaling \$124,628 at August 31, 2017 and 2016, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-five notes payable totaling \$254,196 and twenty-three notes payable totaling \$305,424 at August 31, 2017 and 2016, respectively, that originated under this agreement. Availability under this agreement at August 31, 2017 and 2016 is \$245,804 and \$194,576, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$50,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% (3.35% at August 31, 2017). Under an event of default, the interest rate will increase from LIBOR plus 2.10% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no outstanding balances at August 31, 2017 and 2016.

#### NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds. The 2004A revenue bonds required that Easter Seals NH maintain certain reserve funds with a trustee for certain required principal and interest payments, which amounts of \$330,085 were included in assets limited as to use as of August 31, 2016. Easter Seals NH also had two letters of credit securing the 2004A revenue bonds totaling \$13,620,430, which were not renewed as part of the refinancing transaction. Easter Seals NH incurred fees totaling approximately \$56,000 and \$172,000 in 2017 and 2016, respectively, relating to the letters of credit.

Also, on December 20, 2016, Easter Seals NH issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds, Easter Seals NH incurred a loss on extinguishment of debt totaling \$63,031, primarily related to the write-off of certain unamortized bond issuance costs.

#### Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 10. Borrowings (Continued)

##### Interest Rate Swap Agreement

Easter Seals NH had an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. The swap agreement had an outstanding notional amount of \$13,455,000 at August 31, 2016. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement has an outstanding notional amount of \$12,705,000 at August 31, 2017 which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled \$2,641,673 and \$3,487,979 at August 31, 2017 and 2016, respectively, \$348,636 and \$401,859 of which was current at August 31, 2017 and 2016, respectively. During the years ended August 31, 2017 and 2016 net payments required by the agreement totaled \$401,992 and \$445,705, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

##### Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2017, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

#### 11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

#### 12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$38,326 and \$37,375 for the years ended August 31, 2017 and 2016, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2017 and 2016.

#### Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

#### Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**13. Fair Value of Financial Instruments (Continued)**

*Interest Rate Swap Agreement*

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2017 and 2016, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2017</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,873,318	\$ —	\$ —	\$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	—	—	1,139,744
International	311,134	—	—	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	—	—	4,254,127
Intermediate-term bond fund	1,098,931	—	—	1,098,931
High yield bond fund	52,926	—	—	52,926
Foreign bond	34,863	—	—	34,863
Government securities	491,892	—	—	491,892
Emerging markets bond	64,867	—	—	64,867
International equities	977,737	—	—	977,737
Domestic, large-cap	859,050	—	—	859,050
Domestic, small-cap	339,680	—	—	339,680
Domestic, multi alt	861,055	—	—	861,055
Real estate fund	188,220	—	—	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	—	—	2,949,475
Domestic, mid-cap	499,421	—	—	499,421
Domestic, small-cap	240,364	—	—	240,364
Fixed Income and bond	4,577	—	—	4,577
International equity	327,810	—	—	327,810
Corporate and foreign bonds	—	940,042	—	940,042
Government and agency securities	—	425,217	—	425,217
	<u>\$16,569,191</u>	<u>\$1,365,259</u>	<u>\$ —</u>	<u>\$17,934,450</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**13. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,943	\$ —	\$ —	\$ 7,943
Marketable equity securities:				
Large-cap	66,063	—	—	66,063
Mutual funds:				
Domestic fixed income	—	21,357	—	21,357
	<u>\$ 74,006</u>	<u>\$ 21,357</u>	<u>\$ —</u>	<u>\$ 95,363</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,641,673</u>	<u>\$ 2,641,673</u>
<u>2016</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 514,040	\$ —	\$ —	\$ 514,040
Marketable equity securities:				
Large-cap	950,981	—	—	950,981
International	274,418	—	—	274,418
Mutual funds, open-ended:				
Short-term fixed income	4,137,513	—	—	4,137,513
Intermediate-term bond fund	1,069,980	—	—	1,069,980
High yield bond fund	261,064	—	—	261,064
Foreign bond	32,125	—	—	32,125
Government securities	629,914	—	—	629,914
Emerging markets bond	16,447	—	—	16,447
International equities	831,645	—	—	831,645
Domestic, large-cap	1,209,550	—	—	1,209,550
Domestic, small-cap	319,877	—	—	319,877
Domestic, multi alt	689,565	—	—	689,565
Real estate fund	178,540	—	—	178,540
Emerging markets mutual	4,041	—	—	4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	—	—	2,450,022
Domestic, mid-cap	451,852	—	—	451,852
Domestic, small-cap	217,021	—	—	217,021
Fixed Income and bond	2,909	—	—	2,909
International equity	293,501	—	—	293,501
Corporate and foreign bonds	—	707,444	—	707,444
Government and agency securities	—	428,072	—	428,072
	<u>\$14,535,005</u>	<u>\$1,135,516</u>	<u>\$ —</u>	<u>\$15,670,521</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**13. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 8,712	\$ —	\$ —	\$ 8,712
Marketable equity securities:				
Large-cap	59,700	—	—	59,700
Mutual funds:				
Domestic fixed income	<u>—</u>	<u>20,208</u>	<u>—</u>	<u>20,208</u>
	<u>\$ 68,412</u>	<u>\$ 20,208</u>	<u>\$ —</u>	<u>\$ 88,620</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$3,487,979</u>	<u>\$ 3,487,979</u>

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2017 and 2016:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2015	\$(2,819,967)
Unrealized loss, net	<u>(668,012)</u>
Ending balance, August 31, 2016	(3,487,979)
Unrealized gain, net	<u>846,306</u>
Ending balance, August 31, 2017	<u>\$(2,641,673)</u>

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

**14. Deconsolidation of Related Entities**

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals RI were transferred to Fedcap effective August 31, 2016. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals RI. Easter Seals NH recognized a decrease in net assets of \$68,889 as a result of the deconsolidation of Easter Seals RI. The accompanying 2016 consolidated financial statements include the operating results of Easter Seals RI for the period from September 1, 2015 through August 31, 2016.



## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 14. Deconsolidation of Related Entities (Continued)

Summary statements of financial position and activities of Easter Seals RI for the year ended August 31, 2016 are as follows:

	<u>Easter Seals RI</u> <u>August 31, 2016</u>
Assets:	
Cash and cash equivalents	\$ 500
Investments, at fair value	5,521
Beneficial interest in trust held by others	35,760
Fixed assets, net	23,039
Other assets	<u>11,288</u>
Total assets	76,108
Liabilities:	
Accrued expenses	<u>(7,219)</u>
Total liabilities	<u>(7,219)</u>
Net assets	<u>\$68,889</u>
	<u>Year Ended</u> <u>August 31, 2016</u>
Total public support and revenue	\$ 1,367,290
Total operating expenses	(1,437,574)
Other non-operating expenses, gains and losses, net	<u>1,054</u>
Decrease in net assets before discontinued operations	<u>\$ (69,230)</u>

Total decrease in net assets for Easter Seals RI for the year ended August 31, 2016 includes forgiveness of accounts payable and due to affiliates of \$66,702.

#### 15. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**15. Discontinued Operations (Continued)**

- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. On June 23, 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2017 and 2016 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total assets	\$201,786	\$211,251	\$ -	\$252,645
Total liabilities	-	-	-	-
Net assets (deficit):				
Unrestricted	149,764	159,799	-	252,645
Temporarily restricted	28,196	27,626	-	-
Permanently restricted	23,826	23,826	-	-

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2017 and 2016 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total public support and revenue	\$ 1,123	\$ 22,193	\$ -	\$ -
Operating expenses	(10,035)	(101,200)	(34,741)	(7,146)
Other non-operating expense, (losses) or gains	(553)	974	-	-
Gain on sale of properties, net	-	<u>52,863</u>	<u>6,475</u>	-
Total decrease in net assets	<u>\$ (9,465)</u>	<u>\$ (25,170)</u>	<u>\$ (28,266)</u>	<u>\$ (7,146)</u>

**16. Concentrations**

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$2,816,344 and \$2,749,256 as of August 31, 2017 and 2016, respectively.

**OTHER FINANCIAL INFORMATION**

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2017

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:							
Cash and cash equivalents	\$ 3,589,555	\$ 19,385	\$ 10,103	\$ -	\$ -	\$ -	\$ 3,619,043
Short-term investments	2,816,344	-	-	-	-	-	2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	-	-	149,764	(3,307,069)	-
Program and other accounts receivable, net	8,599,952	691,294	14,939	-	-	-	9,306,185
Contributions receivable, net	568,342	920	13,246	-	-	-	582,508
Current portion of assets limited as to use	1,566,680	-	-	-	-	-	1,566,680
Prepaid expenses and other current assets	<u>389,372</u>	<u>12,775</u>	<u>30,710</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>432,857</u>
Total current assets	19,019,426	2,392,498	68,998	-	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	-	-	-	-	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	-	-	-	28,448,341
Investments, at fair value	11,975,676	-	-	-	52,022	-	12,027,698
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>458,909</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$ -</u>	<u>\$201,786</u>	<u>\$(3,307,069)</u>	<u>\$60,782,293</u>

LIABILITIES AND NET ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:							
Accounts payable	\$ 2,388,870	\$ 25,812	\$ 2,554	\$ —	\$ —	\$ —	\$ 2,417,236
Accrued expenses	4,750,875	—	22,737	—	—	—	4,773,612
Accounts payable to affiliates	—	—	3,307,069	—	—	(3,307,069)	—
Current portion of deferred revenue	1,635,253	33,557	14,995	—	—	—	1,683,805
Current portion of capital lease obligation	20,995	—	—	—	—	—	20,995
Current portion of interest rate swap agreements	348,636	—	—	—	—	—	348,636
Current portion of long-term debt	<u>2,008,973</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>2,008,973</u>
Total current liabilities	11,153,602	59,369	3,347,355	—	—	(3,307,069)	11,253,257
Other liabilities	1,405,350	12,510	—	—	—	—	1,417,860
Interest rate swap agreements, less current portion	2,293,037	—	—	—	—	—	2,293,037
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>22,285,106</u>
Total liabilities	37,137,095	71,879	3,347,355	—	—	(3,307,069)	37,249,260
Net assets (deficit):							
Unrestricted	16,553,419	2,401,641	(3,269,902)	—	149,764	—	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	—	28,196	—	2,683,135
Permanently restricted	<u>4,991,150</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>23,826</u>	<u>—</u>	<u>5,014,976</u>
Total net assets (deficit)	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>—</u>	<u>201,786</u>	<u>—</u>	<u>23,533,033</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$ —</u>	<u>\$201,786</u>	<u>\$(3,307,069)</u>	<u>\$60,782,293</u>

\* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2016

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:							
Cash and cash equivalents	\$ 1,667,032	\$ 22,471	\$ 5,539	\$ --	\$ --	\$ --	\$ 1,695,042
Short-term investments	2,749,256	--	--	--	--	--	2,749,256
Accounts receivable from affiliates	915,970	1,946,359	--	--	158,366	(3,020,695)	--
Program and other accounts receivable, net	8,511,811	560,864	166,367	--	1,433	--	9,240,475
Contributions receivable, net	1,011,461	925	38,575	--	--	--	1,050,961
Current portion of assets limited as to use	330,085	--	--	--	--	--	330,085
Prepaid expenses and other current assets	<u>411,896</u>	<u>13,051</u>	<u>38,936</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>463,883</u>
Total current assets	15,597,511	2,543,670	249,417	--	159,799	(3,020,695)	15,529,702
Assets limited as to use, net of current portion	1,186,340	5,658	--	--	--	--	1,191,998
Fixed assets, net	26,294,673	57,642	19,571	--	--	--	26,371,886
Property held for sale	252,645	--	--	--	--	--	252,645
Investments, at fair value	11,347,730	--	--	--	51,452	--	11,399,182
Beneficial interest in trust held by others and other assets	<u>254,271</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>254,271</u>
	<u>\$54,933,170</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ --</u>	<u>\$211,251</u>	<u>\$(3,020,695)</u>	<u>\$54,999,684</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Current liabilities:							
Accounts payable	\$ 1,984,793	\$ 16,108	\$ 1,481	\$ -	\$ -	\$ -	\$ 2,002,382
Accrued expenses	4,846,594	23,124	43,120	-	-	-	4,912,838
Accounts payable to affiliates	-	-	3,020,695	-	-	(3,020,695)	-
Current portion of deferred revenue	772,270	3,800	5,251	-	-	-	781,321
Current portion of capital lease obligation	60,617	-	-	-	-	-	60,617
Current portion of interest rate swap agreements	401,859	-	-	-	-	-	401,859
Current portion of long-term debt	<u>829,680</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>829,680</u>
Total current liabilities	8,895,813	43,032	3,070,547	-	-	(3,020,695)	8,988,697
Deferred revenue, net of current portion	944,167	-	-	-	-	-	944,167
Other liabilities	1,186,432	5,658	-	-	-	-	1,192,090
Capital lease obligation, net of current portion	20,995	-	-	-	-	-	20,995
Interest rate swap agreements, less current portion	3,086,120	-	-	-	-	-	3,086,120
Long-term debt, less current portion, net	<u>20,205,294</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,205,294</u>
Total liabilities	34,338,821	48,690	3,070,547	-	-	(3,020,695)	34,437,363
Net assets (deficit):							
Unrestricted	14,515,689	2,543,775	(2,800,348)	-	159,799	-	14,418,915
Temporarily restricted	1,202,986	14,505	(1,211)	-	27,626	-	1,243,906
Permanently restricted	<u>4,875,674</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,826</u>	<u>-</u>	<u>4,899,500</u>
Total net assets (deficit)	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>-</u>	<u>211,251</u>	<u>-</u>	<u>20,562,321</u>
	<u>\$54,933,170</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$211,251</u>	<u>\$(3,020,695)</u>	<u>\$54,999,684</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2017

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:							
Public support:							
Contributions, net	\$ 2,330,292	\$ 22,084	\$ 94,429	\$ -	\$ -	\$ -	\$ 2,446,805
Special events, net	1,627,232	3,917	80,125	-	-	-	1,711,274
Annual campaigns, net	292,955	10,473	18,607	-	-	-	322,035
Bequests	<u>288,456</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>288,456</u>
Total public support	4,538,935	36,474	193,161	-	-	-	4,768,570
Revenue:							
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	-	-	-	61,041,718
Other grants	19,998,951	1,002,769	337,494	-	-	-	21,339,214
Dividend and interest income	556,758	2	-	-	-	-	556,760
Rental income	27,225	-	-	-	-	-	27,225
Intercompany revenue	759,869	-	-	-	-	(759,869)	-
Other	<u>129,094</u>	<u>1,000</u>	<u>2,095</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>76,302,831</u>	<u>6,069,176</u>	<u>1,484,968</u>	<u>-</u>	<u>-</u>	<u>(759,869)</u>	<u>83,097,106</u>
Total public support and revenue	80,841,766	6,105,650	1,678,129	-	-	(759,869)	87,865,676
Operating expenses:							
Program services:							
Public health education	272,981	7,179	14	-	-	-	280,174
Professional education	30,599	-	-	-	-	-	30,599
Direct services	<u>69,254,921</u>	<u>5,620,706</u>	<u>1,751,400</u>	<u>-</u>	<u>-</u>	<u>(41,666)</u>	<u>76,585,361</u>
Total program services	69,558,501	5,627,885	1,751,414	-	-	(41,666)	76,896,134



	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:							
Management and general	\$ 7,854,998	\$ 551,880	\$ 191,236	\$ —	\$ —	\$(718,203)	\$ 7,879,911
Fundraising	<u>1,039,446</u>	<u>75,463</u>	<u>199,291</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,314,200</u>
Total supporting services	<u>8,894,444</u>	<u>627,343</u>	<u>390,527</u>	<u>—</u>	<u>—</u>	<u>(718,203)</u>	<u>9,194,111</u>
Total functional expenses	78,452,945	6,255,228	2,141,941	—	—	(759,869)	86,090,245
Support of National programs	<u>38,326</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>38,326</u>
Total operating expenses	<u>78,491,271</u>	<u>6,255,228</u>	<u>2,141,941</u>	<u>—</u>	<u>—</u>	<u>(759,869)</u>	<u>86,128,571</u>
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	—	—	—	1,737,105
Other non-operating expenses, gains and losses:							
Change in fair value of interest rate swaps	846,306	—	—	—	—	—	846,306
Net realized and unrealized gains on investments	494,883	—	—	—	—	—	494,883
Increase in fair value of beneficial interest in trust held by others	6,743	—	—	—	—	—	6,743
Loss on bond refinance	(63,031)	—	—	—	—	—	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	—	528	—	—	—	(3,146)
Other non-operating expenses	<u>(10,417)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(10,417)</u>
	1,270,810	—	528	—	—	—	1,271,338
Loss from discontinued operations	<u>(28,266)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(9,465)</u>	<u>—</u>	<u>(37,731)</u>
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	—	(9,465)	—	2,970,712
Net assets (deficit) at beginning of year	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>—</u>	<u>211,251</u>	<u>—</u>	<u>20,562,321</u>
Net assets (deficit) at end of year	<u>\$24,187,388</u>	<u>\$2,408,702</u>	<u>\$(3,264,843)</u>	<u>\$ —</u>	<u>\$201,786</u>	<u>\$ —</u>	<u>\$23,533,033</u>

\* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2016

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:							
Public support:							
Contributions, net	\$ 1,897,654	\$ 46,718	\$ 34,171	\$ 63,718	\$ -	\$ -	\$ 2,042,261
Special events, net	1,520,205	1,539	66,029	60,818	-	-	1,648,591
Annual campaigns, net	374,196	9,546	56,852	79,854	-	-	520,448
Bequests	<u>78,066</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>78,066</u>
Total public support	3,870,121	57,803	157,052	204,390	-	-	4,289,366
Revenue:							
Fees and grants from governmental agencies and others, net	47,852,138	4,454,207	1,475,922	1,112,149	-	-	54,894,416
Other grants	19,779,596	852,701	315,543	49,034	-	-	20,996,874
Dividend and interest income	521,778	-	-	1,667	-	(28,400)	495,045
Rental income	26,840	-	-	-	-	-	26,840
Intercompany revenue	742,048	-	-	-	-	(742,048)	-
Other	<u>687,859</u>	<u>11,910</u>	<u>-</u>	<u>50</u>	<u>-</u>	<u>-</u>	<u>699,819</u>
Total revenue	<u>69,610,259</u>	<u>5,318,818</u>	<u>1,791,465</u>	<u>1,162,900</u>	<u>-</u>	<u>(770,448)</u>	<u>77,112,994</u>
Total public support and revenue	73,480,380	5,376,621	1,948,517	1,367,290	-	(770,448)	81,402,360
Operating expenses:							
Program services:							
Public health education	266,568	4,148	-	2,786	-	-	273,502
Professional education	20,607	-	-	-	-	-	20,607
Direct services	<u>63,230,275</u>	<u>4,732,706</u>	<u>1,917,703</u>	<u>1,142,435</u>	<u>-</u>	<u>(24,732)</u>	<u>70,998,387</u>
Total program services	63,517,450	4,736,854	1,917,703	1,145,221	-	(24,732)	71,292,496

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:							
Management and general	\$ 7,798,973	\$ 474,841	\$ 203,676	\$ 128,416	\$ -	\$(717,316)	\$ 7,888,590
Fundraising	<u>951,595</u>	<u>32,053</u>	<u>133,090</u>	<u>163,937</u>	<u>-</u>	<u>-</u>	<u>1,280,675</u>
Total supporting services	<u>8,750,568</u>	<u>506,894</u>	<u>336,766</u>	<u>292,353</u>	<u>-</u>	<u>(717,316)</u>	<u>9,169,265</u>
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	-	(742,048)	80,461,761
Support of National programs	<u>37,375</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>37,375</u>
Total operating expenses	<u>72,305,393</u>	<u>5,243,748</u>	<u>2,254,469</u>	<u>1,437,574</u>	<u>-</u>	<u>(742,048)</u>	<u>80,499,136</u>
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	-	(28,400)	903,224
Other non-operating expenses, gains and losses:							
Change in fair value of interest rate swaps	(668,012)	-	-	-	-	-	(668,012)
Net realized and unrealized gains on investments	275,186	-	-	547	-	-	275,733
(Decrease) increase in fair value of beneficial interest in trust held by others	(6,194)	-	-	1,227	-	-	(4,967)
Loss on sales and disposals of fixed assets	(10,841)	-	(98)	(720)	-	-	(11,659)
Other non-operating expenses	<u>(15,341)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(15,341)</u>
	(425,202)	-	(98)	1,054	-	-	(424,246)
(Loss) gain from discontinued operations	<u>(35,546)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(25,170)</u>	<u>28,400</u>	<u>(32,316)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)	-	446,662
Deconsolidation of affiliate	<u>(66,702)</u>	<u>-</u>	<u>-</u>	<u>(2,187)</u>	<u>-</u>	<u>-</u>	<u>(68,889)</u>
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)	-	377,773
Net assets (deficit) at beginning of year	<u>19,946,812</u>	<u>2,425,407</u>	<u>(2,495,509)</u>	<u>71,417</u>	<u>236,421</u>	<u>-</u>	<u>20,184,548</u>
Net assets (deficit) at end of year	<u>\$20,594,349</u>	<u>\$2,558,280</u>	<u>\$(2,801,559)</u>	<u>\$ -</u>	<u>\$211,251</u>	<u>\$ -</u>	<u>\$20,562,321</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2017

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$57,687,981	\$4,925,625	\$1,465,432	\$ —	\$ —	\$ —	\$64,079,038
Professional fees	8,463,640	640,027	278,263	—	—	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	—	—	—	2,237,582
Telephone	566,435	37,125	15,362	—	—	—	618,922
Postage and shipping	57,742	1,295	2,214	—	—	—	61,251
Occupancy	2,022,811	154,091	168,031	—	—	—	2,344,933
Outside printing, artwork and media	71,825	6,754	6,709	—	—	—	85,288
Travel	1,990,758	313,059	28,112	—	—	—	2,331,929
Conventions and meetings	214,857	31,141	11,383	—	—	—	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	—	—	—	1,122,534
Dues and subscriptions	34,018	200	2,994	—	—	—	37,212
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	—	—	—	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	—	—	—	432,543
Interest	986,384	—	—	—	—	—	986,384
Impairment	767,632	—	—	—	—	—	767,632
Depreciation and amortization	<u>1,708,423</u>	<u>36,984</u>	<u>9,169</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,754,576</u>
	<u>\$78,452,945</u>	<u>\$6,255,228</u>	<u>\$2,141,941</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$(759,869)</u>	<u>\$86,090,245</u>

\* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2016

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Rhode <u>Island</u>	Harbor Schools, <u>Inc.</u>	<u>Elimin-</u> <u>ations</u>	<u>Total</u>
Salaries and related expenses	\$53,147,566	\$4,128,114	\$1,550,620	\$1,105,464	\$ -	\$ -	\$59,931,764
Professional fees	7,779,938	556,818	301,646	162,205	-	(742,048)	8,058,559
Supplies	1,883,406	31,831	30,059	8,983	-	-	1,954,279
Telephone	615,192	23,916	12,698	9,801	-	-	661,607
Postage and shipping	57,240	960	1,763	2,156	-	-	62,119
Occupancy	2,328,611	114,258	171,692	82,757	-	-	2,697,318
Outside printing, artwork and media	76,765	2,859	6,591	4,829	-	-	91,044
Travel	1,961,465	198,693	20,583	43,876	-	-	2,224,617
Conventions and meetings	157,815	33,290	8,269	4,856	-	-	204,230
Specific assistance to individuals	985,280	96,210	84,270	-	-	-	1,165,760
Dues and subscriptions	31,436	40	4,163	540	-	-	36,179
Minor equipment purchases- and equipment rental	290,959	15,906	7,265	873	-	-	315,003
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	-	-	542,447
Interest	912,296	-	-	-	-	-	912,296
Depreciation and amortization	<u>1,551,761</u>	<u>22,064</u>	<u>20,487</u>	<u>10,227</u>	<u>-</u>	<u>-</u>	<u>1,604,539</u>
	<u>\$72,268,018</u>	<u>\$5,243,748</u>	<u>\$2,254,469</u>	<u>\$1,437,574</u>	<u>\$ -</u>	<u>\$(742,048)</u>	<u>\$80,461,761</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

**Easter Seals New Hampshire, Inc.; 555 Auburn Street; Manchester, NH 03103  
2018 Board of Directors**

Chairman

**Andrew MacWilliam**

Past Chairman

**Jim Bee**

Vice Chairman

**Tom Sullivan**

Vice Chairman

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**Linda Roth**

**Mary Flowers**

**Tracey Pelton**

General Counsel & Assistant Secretary

(non-voting member)

**Bradford Cook, Esq.**

Assistant Secretary

(non-voting member)

**Betty Burke**

**EASTER SEALS NH, INC.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry G. Gammon	President & CEO	\$367,107	0%	\$0
Elin Treanor	CFO	\$244,800	0%	\$0
Joseph Emmons	SVP, Development	\$120,000	0%	\$0
Tina Sharby	CHRO	\$145,656	0%	\$0
Nancy Rollins	COO	\$117,000	0%	\$0
Susan Silsby	SVP, Programs	\$146,000	0%	\$0

**Larry J. Gammon**  
**Easter Seals New Hampshire, Inc.**  
**555 Auburn Street**  
**Manchester, NH 03103**

**Employment**

**7/88 to Present**      **President, Chief Executive Officer**

**A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.**

**6/85 – 7/88**      **Executive Vice President**

**Vice President**

**8/75 – 6/85**

**Deputy Executive Director**

**Easter Seal Society/Goodwill Industries of New Hampshire/Vermont**

**In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.**

**Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.**



9/71 - 8/75

New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.  
870 Hayward St.  
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 - 7/71

New Hampshire Department of Education  
Keene Public Schools  
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 - 8/70

Gary Public Schools  
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 - 1/69

Charlottesville Public Schools  
Charlottesville, VA

Position: Teacher M.R. - Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66            University of Virginia, Charlottesville, VA  
B.S. in Special Education, emphasis in Mental Retardation. All  
undergraduate courses were at the Master's Level. Dean's List, Junior &  
Senior years.

9/66 – 8/67            University of Virginia, Charlottesville, VA  
36 hours of Graduate School of Education, emphasis in Administration,  
Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991  
Member, Board of Trustees, CARF, 1985-1991  
Medders Award, Outstanding Easter Seals Executive, 1995  
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member  
Serenity Place, Board of Directors  
Mayor's Task Force/Senior Services  
Hillcrest Terrace, Board of Directors  
CEO Council  
Dartmouth Hitchcock Medical Center – Assembly of Overseers  
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010  
Non-Profit Business of the Year, *Business NH Magazine*, 2005  
Non-Profit Business of the Decade, *Business NH Magazine*, 2000  
Non-Profit Business of the Year, *Business NH Magazine*, 1994

**Elin Treanor**  
Easter Seals New Hampshire, Inc.  
555 Auburn Street  
Manchester, NH 03103

**CAREER SUMMARY:**

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

**SKILLS & EXPERIENCE:**

- o Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- o Cash management, investments, borrowing, banking relationships
- o Billing, receivables, collections, funding sources, third party reimbursement
- o Insurances, contracts, grants, legal issues
- o Policies and procedures development, problem solving
- o Financial training and consultation
- o Strategic and business planning
- o Liaison with Board of Directors and Committees

**WORK HISTORY:**

- 2012 – Present      Easter Seals New Hampshire, Inc., Manchester, NH  
Chief Operating Officer/Chief Financial Officer  
Oversee all program and fiscal management of multi-corporate, multi-state entity.
- 1994 – 2012      Easter Seals New Hampshire, Inc., Manchester, NH  
Senior Vice President & Chief Financial Officer  
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
- 1988 – 1994      Easter Seal Society of NH, Inc., Manchester, NH  
Vice President of Finance  
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter.
- 1984 – 1988      Easter Seal Society of NH, Inc., Manchester, NH  
Controller  
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate

reorganizations to multiple entities and external corporate mergers and acquisitions.

- 1982 – 1984      Easter Seal Society of NH, Inc., Manchester, NH  
Chief Accountant  
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982      Easter Seal Society of NH, Inc., Manchester, NH  
Accountant  
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981      Easter Seal Society of NH, Inc., Manchester, NH  
Internal Auditor  
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980      Marshalls, Peabody, MA  
Senior Clerk  
Worked as cashier, customer service representative and bookkeeper, while attending college.

**EDUCATION:**

- 1989      New Hampshire College, Hooksett, NH  
Masters in Business Administration
- 1980      Bentley College, Waltham, MA  
Bachelor of Science, Accounting Major
- 1977      North Shore Community College, Beverly, MA  
Associates Degree, Accounting Major

**SERVICE:**

National Easter Seals:  
Leader of Northeast Region Chief Financial Officers  
Treasurer of Northeast Region Leadership Association  
Past Chairman of the Quality Council

**Tina M. Sharby, PHR**  
Easter Seals New Hampshire, Inc.  
555 Auburn Street  
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

**Areas of expertise include:**

Strong analytical and organizational skills  
Ability to manage multiple tasks simultaneously  
Employment Law and Regulation Compliance  
Strategic management, mergers and acquisitions

Problem solving and complaint resolution  
Policy development and implementation  
Compensation and benefits administration

**PROFESSIONAL EXPERIENCE**

**Chief Human Resources Officer 2012-Present**

**Senior Vice President Human Resources**  
**Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center**  
**1998- 2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director**  
**Moore Center Services, Inc., Manchester, NH**  
**1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

## **EDUCATION**

Bachelor of Science Degree, Keene State College, 1986  
Minor in Human Resources and Safety Management  
MS Organizational Leadership, Southern NH University (in process)

## **ORGANIZATIONS**

Manchester Area Human Resource Association  
Diversity Chair 2010  
Society for Human Resource Management  
BIA Human Resources  
Health Care & Workforce Development Committee 2009, 2010

# Susan L. Silsby

## **SUMMARY OF QUALIFICATIONS**

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- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

## **EDUCATION**

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University System of New Hampshire Plymouth, New Hampshire  
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National  
Sorority

## **PROFESSIONAL EXPERIENCE**

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1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

NANCY L. ROLLINS, M.S.W.  
EASTERSEALS NH, VT, ME and FARNUM  
555 Auburn Street, Manchester, NH 03103  
OFFICE PHONE :( 603)621-3507 CELL: (603)490-0227  
[nrollins@eastersealsnh.org](mailto:nrollins@eastersealsnh.org)

## EXPERIENCE

### **Easterseals, NH, VT, ME and Farnum**

555 Auburn Street  
Manchester, NH 03103

#### Chief Operating Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provide intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three states, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seek growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team, reporting directly to the President/ Chief Executive Officer.

### **Goodwill Industries of Northern New England**

38 Locke Road, #2  
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team, reporting directly to the President/ Chief Executive Officer.



**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Community Based Care Services**  
129 Pleasant Street  
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual’s choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner’s Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

**State of New Hampshire**  
**Department of Health and Human Services**  
**Office of Medicaid Business & Policy**  
**And**  
**Division of Community Based Care Services**  
129 Pleasant Street  
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth, and Families**  
129 Pleasant Street  
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth

and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth, and Families**  
6 Hazen Drive  
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

**River Valley Counseling Center, Inc.**  
Chicopee Adolescent Program  
Chicopee, Massachusetts

May 1978 – February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks.

Provided in-service training workshops to local schools and community agencies. Developed and implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

**Hartford Neighborhood Centers**

Mitchell House  
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

**Springfield Girls Club/ Family Center**

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

**EDUCATION**

**Master of Social Work**

University of Connecticut  
School of Social Work  
West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

**Bachelor of Science, Cum Laude**

Springfield College  
Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development  
Primary Focus on Human Services Administration

## TEACHING EXPERIENCE

Dartmouth College Medical School  
Department of Psychiatry  
Dartmouth-Hitchcock Medical Center  
Lebanon, New Hampshire  
*Adjunct Faculty* January 2001- Dec. 2005

Springfield College  
School of Human Services  
Manchester, New Hampshire  
*Adjunct Faculty* May 1999 – August 2005

New Hampshire Public Manager Program  
NH Division of Personnel  
Bureau of Education and Training  
*Professional Mentor for a middle management employee* December 1997 – December 1999

University of New Hampshire  
School of Health and Human Services  
Department of Social Work  
*Adjunct Faculty* September 1996 - 1999

## PROFESSIONAL ASSOCIATIONS

New Hampshire Medicaid Medical Care Advisory Committee January 2018 – Present

Oversight Commission on Children’s Services (RSA 170-G:19, HB517, Laws of 2017 , appointed by Senate President Chuck Morse, July 6, 2017 to Present

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor’s Interagency Council on Homelessness (ICH) Employment Workgroup  
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 – Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present  
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families*

*For the 21<sup>st</sup> Century* this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010- August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013  
NASMHPD representative to the Children's Mental Health Subcommittee  
Chair, NASMHPD President's Task Force on Returning Veteran's  
Board Member Member-at-Large 2011-2013  
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present  
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013  
NASMHPD Representative to the 27<sup>th</sup> Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.  
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association  
SMHRCY Representative to Children's Mental Health Subcommittee and  
NAPCWA Executive Committee, 1991 - 1994  
NH State Child Welfare Representative, 1995- Present  
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004  
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005  
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors  
Judge Baker Children's Center, Boston, Mass.  
Committee Member, 1995 – January 2006  
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003  
25 Walker Street  
Concord, New Hampshire  
*State Advisory Board - Member- at-large*

University of New Hampshire  
School of Health and Human Services  
Department of Social Work September 1998 – September 2002  
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998

Georgetown University Child Development Center  
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)  
NH State Representative, 1989 - 1994  
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way  
Member, Substance Abuse Subcommittee  
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989  
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)  
Member of Statewide Board of Directors, 1985 - 1987

## **CIVIC ASSOCIATIONS**

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town  
of New London appointed by Town Board of Selectmen. 2012 – 2016  
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman  
2013- 2014

At Home New Hampshire, helping seniors ‘age in place’ in New London, Newbury, Springfield,  
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew’s Episcopal Church, New London, NH  
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present Second Term  
Chair, May 2015 -2016  
Board Representative to the Budget Committee 2014- Present

New Hampshire Municipal Association, Board of Directors 2015 - Present

## **Awards**

Awarded the “*New Hampshire National Guard Distinguished Service Medal*” for providing leadership while at the Department of Health and Human Services for developing services,

supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing 'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15<sup>th</sup> National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.



# JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ [jtemmons@eastersealsnh.org](mailto:jtemmons@eastersealsnh.org)

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## WORK EXPERIENCE

### *Easterseals NH*

#### **Sr. Vice President of Development**

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

#### **Senior Director of Development**

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

### *Saint Anselm College, Manchester, NH*

#### **Executive Director, Development and Advancement Services**

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

**Director, Annual Giving**

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

**Associate Director, Annual Giving**

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

**Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon**

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

**Assistant Director, Alumni Relations**

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

**SnapDragon Associates, Bedford, NH****Recruiter**

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

**EDUCATION*****Masters in Business Administration***

January 2008

Southern New Hampshire University, Manchester, NH

***Bachelor of Arts in Business***

May 2004

Saint Anselm College, Manchester, NH

**OTHER RELATED EXPERIENCE**

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

**Elin Treanor**  
459 Mountain Road  
Concord, New Hampshire 03301

**CAREER SUMMARY:**

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

**SKILLS & EXPERIENCE:**

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

**WORK HISTORY:**

- |                |  |
|----------------|--|
| 1994 – Present | Easter Seals New Hampshire, Inc., Manchester, NH<br><u>Senior Vice President &amp; Chief Financial Officer</u><br>Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.   |
| 1988 – 1994    | Easter Seal Society of NH, Inc., Manchester, NH<br><u>Vice President of Finance</u><br>Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter.                                      |
| 1984 – 1988    | Easter Seal Society of NH, Inc., Manchester, NH<br><u>Controller</u><br>Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

*Elin Treanor*  
work history cont'd

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH  
Chief Accountant  
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH  
Accountant  
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH  
Internal Auditor  
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA  
Senior Clerk  
Worked as cashier, customer service representative and bookkeeper, while attending college.

**EDUCATION:**

- 1989 New Hampshire College, Hooksett, NH  
Masters in Business Administration
- 1980 Bentley College, Waltham, MA  
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA  
Associates Degree, Accounting Major



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen Ryan  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9546 1-800-852-3345 Ext. 9546  
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
		<b>TOTAL:</b>	<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a sing point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

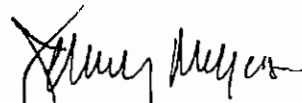
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**SFY17 Q3-Q4, SFY 2018 and SFY 2019**

**05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Budget</b>
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Budget</b>
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Budget</b>
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Budget</b>
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59



545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds).**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	<b>\$96,724.05</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	<b>\$67,892.85</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	<b>\$162,756.84</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	<b>\$99,979.19</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	<b>\$108,814.56</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	<b>\$133,925.61</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	<b>\$195,773.21</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	<b>\$64,172.69</b>

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS.  
 (86% Federal Funds; 14% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		Subtotal	\$27,000.00

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		Subtotal	\$13,500.00

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		Subtotal	\$33,500.00

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		Subtotal	\$42,000.00

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		Subtotal	\$20,250.00

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		Subtotal	\$40,500.00

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		Subtotal	\$33,750.00

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		Subtotal	\$13,500.00

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		Subtotal	\$10,245.00

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>



Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-04)

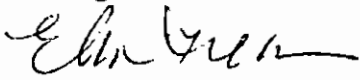
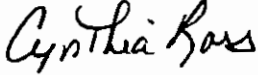
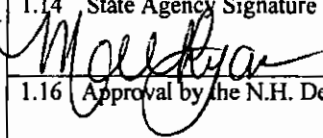
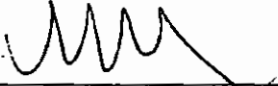
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Easter Seals New Hampshire, Inc.		<b>1.4 Contractor Address</b> 555 Auburn Street Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> 603-623-8863	<b>1.6 Account Number</b> 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	<b>1.7 Completion Date</b> September 30, 2018	<b>1.8 Price Limitation</b> \$768819.13
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Elin Treanor, CFO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u>  On <u>Nov. 10, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maureen Ryan Director OHS Date: <u>11/18/16</u>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  On: <u>Megan A. Yapple - Attorney</u> <u>11/29/16</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b>  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials ET  
Date 11/10/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation may include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.
  - 2.1.2.2. Provide sufficient space which shall include:



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
  - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
  - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
  - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
  - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
  - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
  - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
  - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
    - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
    - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
    - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
    - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
    - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
    - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
    - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
    - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
  - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.

Exhibit A

Contractor Initials ET

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Date 11/10/2016



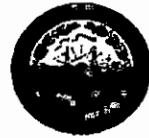


Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.



Exhibit A

- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
  - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.
  - 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.

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Exhibit A

- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which may include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This may include; facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:
    - 2.2.8.3.1. Participate in hospital discharge planning meetings.
    - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

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Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.





Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
  - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
  - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's

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Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

**6. Deliverables**

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301

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11/10/2016



Exhibit B

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5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

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11/10/2016

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Eastler Seal's New Hampshire, Inc. (Hillsborough County SLRC)

Improving Access to Information and Services for Individuals and  
 Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire Service Line Program

(Name of RFP)

Budget Period: State Fiscal Year 2017

Line Item	2015	2016	2017	2018	2019	2020	2021	2022	2023	
1. Total Salary/Wages	\$ 140,922.95	\$ 14,092.29	\$ 155,014.81	\$ -	\$ -	\$ -	\$ -	\$ 140,922.95	\$ 14,092.29	\$ 155,014.81
2. Employee Benefits	\$ 40,162.83	\$ 4,016.28	\$ 44,179.22	\$ -	\$ -	\$ -	\$ -	\$ 40,162.83	\$ 4,016.28	\$ 44,179.22
3. Consultants	\$ 1,400.00	\$ 140.00	\$ 1,540.00	\$ -	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 140.00	\$ 1,540.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,275.00	\$ 227.50	\$ 2,502.50	\$ -	\$ -	\$ -	\$ -	\$ 2,275.00	\$ 227.50	\$ 2,502.50
Labs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,200.81	\$ 320.08	\$ 3,520.87	\$ -	\$ -	\$ -	\$ -	\$ 3,200.81	\$ 320.08	\$ 3,520.87
6. Travel	\$ 872.00	\$ 87.20	\$ 959.20	\$ -	\$ -	\$ -	\$ -	\$ 872.00	\$ 87.20	\$ 959.20
7. Occupancy	\$ 17,280.00	\$ 1,728.00	\$ 19,008.00	\$ -	\$ -	\$ -	\$ -	\$ 17,280.00	\$ 1,728.00	\$ 19,008.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,836.00	\$ 283.60	\$ 3,119.60	\$ -	\$ -	\$ -	\$ -	\$ 2,836.00	\$ 283.60	\$ 3,119.60
Postage	\$ 871.00	\$ 87.10	\$ 958.10	\$ -	\$ -	\$ -	\$ -	\$ 871.00	\$ 87.10	\$ 958.10
Supplies/Books	\$ 45.00	\$ 4.50	\$ 49.50	\$ -	\$ -	\$ -	\$ -	\$ 45.00	\$ 4.50	\$ 49.50
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Materials/Communications	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
11. Staff Education and Training	\$ 2,658.00	\$ 265.80	\$ 2,923.80	\$ -	\$ -	\$ -	\$ -	\$ 2,658.00	\$ 265.80	\$ 2,923.80
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (spec. for details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(13a. INWD - how Strategic conference	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
(13b. Printing	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
(13c. Volunteer Appreciation	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
<b>TOTAL</b>	<b>\$ 218,722.08</b>	<b>\$ 21,872.21</b>	<b>\$ 237,244.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 218,722.08</b>	<b>\$ 21,872.21</b>	<b>\$ 237,244.30</b>

Indirect As A Percent of Direct 10.0% #00/00 0100000005

ET  
 Corrector Initials: ET/ET/ET/ET/ET  
 Date: 11/11/16

Exhibit B-2

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Easter Seals, New Hampshire, Inc. (Hillsborough County SLRC)  
 Improving Access to Information and Services for Individuals and  
 Families Needing Long Term Supports and Services:  
 Budget Request for: New Hampshire Services, Inc Program  
 (Name of RFP)  
 Budget Period: State Fiscal Year 2018

Category	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Salary/Wages	\$ 291,570.18	\$ 291,570.18	\$ 297,727.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 74,547.50	\$ 74,547.50	\$ 62,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,600.00	\$ 360.00	\$ 3,990.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,744.00	\$ 174.40	\$ 1,918.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 35,180.00	\$ 3,518.00	\$ 38,678.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,836.00	\$ 563.60	\$ 6,419.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,580.00	\$ 158.00	\$ 1,747.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 655.00	\$ 65.50	\$ 720.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify certain mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13a. NYSD - Ops Strategic conference	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13b. Printing	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13c. Volunteer Appreciation	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 348,961.88	\$ 34,896.17	\$ 437,781.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct		10.0%							

Contractor Initials: ET  
 Date: 11/14/16

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Ester Seals New Hampshire, Inc. (Hillsborough County PLRC)  
 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:  
 Budget Request for: New Hampshire Services, Inc Program  
 (Name of RFP)  
 Budget Period: State Fiscal Year 2019

Category	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1. Total Salary/Wages	\$ 62,578.00	\$ 6,257.80	\$ 62,535.60										
2. Employee Benefits	\$ 17,634.73	\$ 1,763.47	\$ 16,878.20										
3. Consultants	\$ 700.00	\$ 70.00	\$ 770.00										
4. Equipment:													
Rental													
Repairs and Maintenance													
Purchase/Depreciation													
5. Supplies:													
Educational													
Lab													
Pharmacy													
Medical													
Office	\$ 900.00	\$ 90.00	\$ 990.00										
6. Travel	\$ 438.00	\$ 43.80	\$ 479.60										
7. Occupancy	\$ 5,780.00	\$ 578.00	\$ 5,950.00										
8. Current Expenses:													
Telephone	\$ 1,459.00	\$ 145.90	\$ 1,604.90										
Postage	\$ 1,695.00	\$ 169.50	\$ 1,765.50										
Subscriptions													
Aids and Logs													
Insurance													
Board Expenses													
9. Software													
10. Marketing/Communications													
11. Staff Education and Training													
12. Subcontract Agreements													
13. Other (specify details in history)													
13a. INAD - how Strategic conference													
13b. Printing													
13c. Volunteer Appreciation													
<b>TOTAL</b>	<b>\$ 84,302.73</b>	<b>\$ 8,430.27</b>	<b>\$ 80,731.80</b>										

Indirect As A Percent of Direct 10.0% #000/0 010

Contractor Initials: *ET*  
 Date: *11/14/16*





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

ET  
11/10/96

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

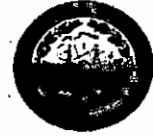
Check  if there are workplaces on file that are not identified here.

Contractor Name: Easter Seals NH, Inc.

Date 11/10/16

Elin Meunier  
Name: Elin Meunier  
Title: CFD





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Edwards & Kelcey, Inc.  
FIN MEADOR*

11/10/2016  
Date

*Ed Meador*  
Name: Ed Meador  
Title: CFO



**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 Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Easter Seals NH, Inc.

11/10/2016  
Date

[Signature]  
Name: ETINDREAN  
Title:

Contractor Initials ET  
Date 11/10/2016



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

ET

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

11/10/16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: East-Seals NH, Inc.

11/10/2016  
Date

Elm Jordan  
Name: ELM JORDAN  
Title: CEO

Exhibit G

Contractor Initials ET

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/10/2016



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Service Link Resource Center Contract

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 10 Campbell Street, P.O. Box 433, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$247,695.42 to read:  
\$865,101.39.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - a. A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
    - i. NH Family Caregiver Program
    - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
  - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:
    - i. Parish Nurse



NH Department of Health & Human Services  
Service Link Resource Center

- ii. SS Administration
  - iii. Low income housing sites and senior centers
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:  
Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.
  7. Delete Exhibit B-2, Budget, in its entirety and replace with Exhibit B-2, Budget – Amendment #1.
  8. Delete Exhibit B-3, Budget, in its entirety and replace with Exhibit B-3, Budget – Amendment #1.
  9. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/5/18  
Date

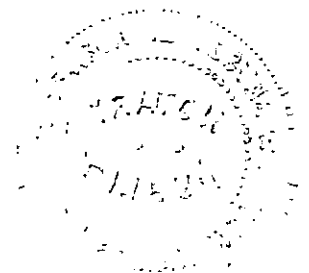
State of New Hampshire  
Department of Health and Human Services  
  
Christine Tappan  
Associate Commissioner

June 1, 2018  
Date

Grafton County Senior Citizens Council, Inc.  
  
NAME LAWRENCE A. KELLY  
TITLE PRESIDENT

Acknowledgement:  
State of NH, County of Grafton on June 1<sup>st</sup> 2018 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace  
**BETSEY L. CHENEY**  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires June 19, 2018  
Grafton County Senior Citizens Council Inc  
RFP-2017-OHS-01-SERVI-05







NH Department of Health & Human Services  
Service Link Resource Center

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date

6/7/19

Name:

Title:

*Wm. A. ...*  
*Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Senior Citizens Council, Inc

Improving Access to Information and Services for Individuals and  
 Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program  
 (Name of RFP)

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 252,514.00	\$ 20,573.00	\$ 273,087.00	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 236,514.00	\$ 20,573.00	\$ 257,087.00
2. Employee Benefits	\$ 87,438.00	\$ 4,528.00	\$ 91,966.00	\$ 15,403.00	\$ -	\$ 15,403.00	\$ 76,565.00	\$ 4,528.00	\$ 81,093.00
3. Consultants	\$ -	\$ 33.00	\$ 33.00	\$ -	\$ 33.00	\$ 33.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 270.00	\$ 51.00	\$ 321.00	\$ 270.00	\$ 51.00	\$ 321.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 331.00	\$ 273.00	\$ 604.00	\$ 31.00	\$ 273.00	\$ 304.00	\$ 300.00	\$ -	\$ 300.00
Purchase/Depreciation	\$ 1,969.00	\$ 67.00	\$ 2,036.00	\$ 1,969.00	\$ 67.00	\$ 2,036.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 772.00	\$ 92.00	\$ 864.00	\$ 772.00	\$ 92.00	\$ 864.00	\$ -	\$ -	\$ -
6. Travel	\$ 12,035.00	\$ 88.00	\$ 12,123.00	\$ 1,871.00	\$ -	\$ 1,871.00	\$ 10,364.00	\$ 88.00	\$ 10,452.00
7. Occupancy	\$ 28,434.00	\$ 126.00	\$ 28,560.00	\$ 5,518.00	\$ 126.00	\$ 5,644.00	\$ 22,916.00	\$ -	\$ 22,916.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,078.00	\$ 18.00	\$ 2,096.00	\$ 2,078.00	\$ 18.00	\$ 2,096.00	\$ -	\$ -	\$ -
Postage	\$ 747.00	\$ 143.00	\$ 890.00	\$ 59.00	\$ 143.00	\$ 202.00	\$ 688.00	\$ -	\$ 688.00
Subscriptions	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 757.00	\$ 757.00	\$ -	\$ 757.00	\$ 757.00	\$ -	\$ -	\$ -
Insurance	\$ 907.00	\$ 173.00	\$ 1,080.00	\$ 907.00	\$ 173.00	\$ 1,080.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,500.00	\$ 51.00	\$ 1,551.00	\$ 1,500.00	\$ 51.00	\$ 1,551.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expense	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Staff Recruitment/Payroll Exp	\$ 431.00	\$ 45.00	\$ 476.00	\$ 31.00	\$ 45.00	\$ 76.00	\$ 400.00	\$ -	\$ 400.00
Bank and Other Fees	\$ -	\$ 82.00	\$ 82.00	\$ -	\$ 82.00	\$ 82.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 370,274.00</b>	<b>\$ 27,648.00</b>	<b>\$ 397,922.00</b>	<b>\$ 46,209.00</b>	<b>\$ 2,461.00</b>	<b>\$ 48,670.00</b>	<b>\$ 324,085.00</b>	<b>\$ 25,187.00</b>	<b>\$ 349,272.00</b>
Indirect As A Percent of Direct		7.5%			0.053258023			0.077722062	

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Senior Citizens Council, Inc

Improving Access to Information and Services for Individuals and  
 Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program  
 (Name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 245,113.42	\$ 33,695.58	\$ 278,809.00	\$ -	\$ 31,695.58	\$ 31,695.58	\$ 245,113.42	\$ 2,000.00	\$ 247,113.42
2. Employee Benefits	\$ 36,767.00	\$ 28,444.00	\$ 65,211.00	\$ -	\$ 28,444.00	\$ 28,444.00	\$ 36,767.00	\$ -	\$ 36,767.00
3. Consultants	\$ -	\$ 32.00	\$ 32.00	\$ -	\$ 32.00	\$ 32.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 320.00	\$ 320.00	\$ -	\$ 320.00	\$ 320.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,480.00	\$ 132.00	\$ 1,612.00	\$ -	\$ 132.00	\$ 132.00	\$ 1,480.00	\$ -	\$ 1,480.00
Purchase/Depreciation	\$ 1,968.00	\$ 68.00	\$ 2,036.00	\$ 1,968.00	\$ 68.00	\$ 2,036.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,480.00	\$ 92.00	\$ 1,572.00	\$ -	\$ 92.00	\$ 92.00	\$ 1,480.00	\$ -	\$ 1,480.00
6. Travel	\$ 12,543.00	\$ 615.00	\$ 13,158.00	\$ -	\$ -	\$ -	\$ 12,543.00	\$ 615.00	\$ 13,158.00
7. Occupancy	\$ 27,116.00	\$ 128.00	\$ 27,244.00	\$ 600.00	\$ 128.00	\$ 728.00	\$ 26,516.00	\$ -	\$ 26,516.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,365.00	\$ 20.00	\$ 3,385.00	\$ -	\$ 20.00	\$ 20.00	\$ 3,365.00	\$ -	\$ 3,365.00
Postage	\$ 1,480.00	\$ 144.00	\$ 1,624.00	\$ -	\$ 144.00	\$ 144.00	\$ 1,480.00	\$ -	\$ 1,480.00
Subscriptions	\$ -	\$ 560.00	\$ 560.00	\$ -	\$ 560.00	\$ 560.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 772.00	\$ 772.00	\$ -	\$ 772.00	\$ 772.00	\$ -	\$ -	\$ -
Insurance	\$ 184.00	\$ 176.00	\$ 360.00	\$ 184.00	\$ 176.00	\$ 360.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,500.00	\$ 52.00	\$ 1,552.00	\$ 1,400.00	\$ 52.00	\$ 1,452.00	\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 1,480.00	\$ -	\$ 1,480.00	\$ -	\$ -	\$ -	\$ 1,480.00	\$ -	\$ 1,480.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expense	\$ 264.00	\$ 84.00	\$ 348.00	\$ 264.00	\$ 84.00	\$ 348.00	\$ -	\$ -	\$ -
Staff Recruitment/Payroll Exp	\$ 861.00	\$ 44.00	\$ 905.00	\$ -	\$ 44.00	\$ 44.00	\$ 861.00	\$ -	\$ 861.00
Bank and Other Fees	\$ 84.00	\$ 84.00	\$ 168.00	\$ -	\$ 84.00	\$ 84.00	\$ -	\$ -	\$ -
TOTAL	\$ 335,601.44	\$ 65,462.62	\$ 401,064.00	\$ 4,416.00	\$ 62,847.58	\$ 67,263.58	\$ 331,195.42	\$ 2,815.00	\$ 333,800.42

Indirect As A Percent of Direct

19.5%

14.23178895

0.007895879



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or



consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not



use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department





confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in

*WTK*



accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

## VI. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

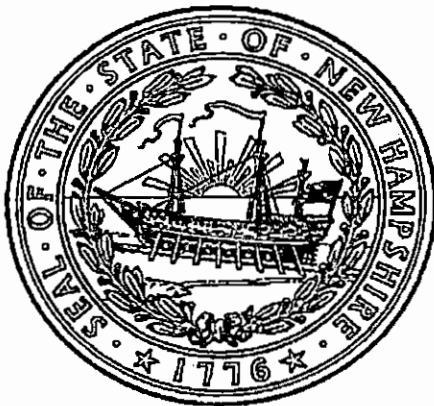
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65677**

Certificate Number: **0004071520**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that **Lawrence A. Kelly** is the duly elected President/Vice President/Treasurer/ Executive Director of this corporation and is still qualified and serving in such capacity.

June 1, 2018  
(Date)

Flora Meyer, Treasurer  
Officer-Title

“No corporate seal.”

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On June 1<sup>st</sup>, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsy L. Cheney  
Notary Public/Justice of the Peace

Date of expiration:

BETSEY L. CHENEY  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires June 19, 2018







GRAFCOU-01

ARUDIO

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: <b>Kathy Gordon</b>	
	PHONE (A/C, No, Ext): <b>(802) 473-9405 6405</b>	FAX (A/C, No):
E-MAIL ADDRESS: <b>kgordon@kinneypike.com</b>		
INSURED  <b>Grafton County Senior Citizens</b> <b>PO Box 433</b> <b>Lebanon, NH 03786</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Hanover Insurance Company</b>	
	INSURER B: <b>Wesco Insurance Company</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT, THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZBV-8862911-07	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HURED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ABV6808402-07	10/25/2017	10/25/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV 8882696-07	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3308881	11/13/2017	11/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - FA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			ZBV-8862911-07	10/25/2017	10/25/2018	Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)  
 Workers Compensation Statutory Coverage applies in NH. Patricia Brady, Flora Meyer and Lawrence Kelly are Excluded Officers.  
 Workers Compensation Statutory Coverage applies in NH & FL. Patricia Brady, Flora Meyer and Lawrence Kelly are Excluded Officers.

CERTIFICATE HOLDER  State of NH Dept. of Health & Human Services 129 Pleasant St Concord, NH 03301	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **Our Mission**

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

**GRAFTON COUNTY SENIOR  
CITIZENS COUNCIL, INC.**

**FINANCIAL STATEMENTS**  
September 30, 2017 and 2016

**SINGLE AUDIT REPORTS**  
September 30, 2017

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# ROWLEY & ASSOCIATES, P.C.

## CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Grafton County Senior Citizens Council, Inc.  
Lebanon, New Hampshire

### Report on the Financial Statements

We have audited the accompanying financial statements Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2017 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2017 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Report on Summarized Comparative Information

We have previously audited Grafton County Senior Citizens Council, Inc's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 10, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

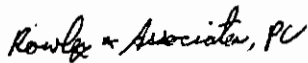
## Other Matters

### *Other information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2018, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.



Rowley & Associates, P.C.  
Concord, New Hampshire  
February 15, 2018

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**September 30, 2017 and 2016**  
See Independent Auditor's Report

<b>ASSETS</b>	<u>2017</u>	<u>2016</u>
<b>CURRENT ASSETS</b>		
Cash, unrestricted	\$ 11,703	\$ 32,957
Cash, board designated	23,764	12,721
Cash, temporarily restricted	978	11,431
Investments	365,725	292,848
Accounts receivable	1,367	20,665
Grants receivable	239,527	229,144
Inventories	23,879	20,296
Deposits	-	18,734
Prepaid expenses	6,750	24,529
	<u>673,693</u>	<u>663,325</u>
<b>LAND, BUILDING AND EQUIPMENT, at cost</b>		
Land, buildings and improvements	3,059,101	2,920,481
Equipment	236,439	287,422
Vehicles	577,032	451,970
	<u>3,872,572</u>	<u>3,659,873</u>
Accumulated depreciation	(1,651,050)	(1,781,540)
	<u>2,221,522</u>	<u>1,878,333</u>
<b>LONG-TERM ASSETS</b>		
Investments, Endowment	<u>290,885</u>	<u>229,602</u>
<b>Total Assets</b>	<u><u>3,186,100</u></u>	<u><u>2,771,260</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	52,435	45,284
Accrued expenses	117,988	111,297
Line of credit	45,000	75,000
Security deposits	325	325
	<u>215,748</u>	<u>231,906</u>
<b>NET ASSETS</b>		
Unrestricted		
Operating	67,478	93,237
Board designated	477,675	396,342
Investment in fixed assets	2,221,522	1,878,333
	<u>2,766,675</u>	<u>2,367,912</u>
Temporarily restricted	978	32,613
Permanently restricted	202,699	138,829
	<u>2,970,352</u>	<u>2,539,354</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 3,186,100</u></u>	<u><u>\$ 2,771,260</u></u>

The notes to consolidated financial statements are an integral part of this statement

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**STATEMENT OF ACTIVITIES**  
**Year Ended September 30, 2017**  
**With Comparative Totals For Year Ended September 30, 2016**  
See Independent Auditor's Report

	2017			2016	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Memorandum Total	Memorandum Total
<b>SUPPORT, REVENUES AND GAINS</b>					
<b>SUPPORT</b>					
Contributions:					
Local government agencies	\$ 365,422	\$ -	\$ -	\$ 365,422	\$ 359,407
Senior center activities and fundraising	70,040	-	-	70,040	85,478
Program participant	239,267	-	-	239,267	253,616
General contributions and other	528,752	76,098	-	604,850	523,514
Contributions, non-cash	738,252	-	-	738,252	327,836
Special events	31,660	-	-	31,660	44,221
Bequests	51,571	-	54,032	105,603	37,064
United Way agencies	32,080	-	-	32,080	43,876
Governmental programs and fees for contract services	2,035,397	-	-	2,035,397	2,081,138
	<u>4,092,441</u>	<u>76,098</u>	<u>54,032</u>	<u>4,222,571</u>	<u>3,756,150</u>
<b>REVENUES AND GAINS</b>					
Rental	22,305	-	-	22,305	25,407
Gain on sale of fixed assets	6,908	-	-	6,908	-
Interest and dividends	11,344	-	3,984	15,328	21,220
Net realized and unrealized gains investments and Endowment	27,862	-	7,326	35,188	30,996
	<u>68,419</u>	<u>-</u>	<u>11,310</u>	<u>79,729</u>	<u>77,623</u>
<b>TOTAL SUPPORT, REVENUES AND GAINS</b>	<u>4,160,860</u>	<u>76,098</u>	<u>65,342</u>	<u>4,302,300</u>	<u>3,833,773</u>
<b>Net Assets Released From Donor Imposed Restrictions</b>	<u>109,205</u>	<u>(107,733)</u>	<u>(1,472)</u>	<u>-</u>	<u>-</u>
<b>EXPENSES</b>					
<b>PROGRAM SERVICES</b>					
Senior transportation	659,654	-	-	659,654	615,006
Nutrition programs	2,086,133	-	-	2,086,133	2,045,473
Social services programs	114,731	-	-	114,731	109,912
Service Link	381,527	-	-	381,527	449,479
RSVP programs	106,562	-	-	106,562	116,756
Senior center activities	72,179	-	-	72,179	47,672
	<u>3,420,786</u>	<u>-</u>	<u>-</u>	<u>3,420,786</u>	<u>3,384,298</u>
<b>SUPPORTING SERVICES</b>					
Management and general	405,466	-	-	405,466	329,684
Fundraising	45,050	-	-	45,050	30,237
	<u>450,516</u>	<u>-</u>	<u>-</u>	<u>450,516</u>	<u>359,921</u>
<b>TOTAL EXPENSES</b>	<u>3,871,302</u>	<u>-</u>	<u>-</u>	<u>3,871,302</u>	<u>3,744,219</u>
<b>NET INCREASE (DECREASE) IN NET ASSETS</b>	<u>398,763</u>	<u>(31,635)</u>	<u>63,870</u>	<u>430,998</u>	<u>89,554</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,367,912</u>	<u>32,613</u>	<u>138,829</u>	<u>2,539,354</u>	<u>2,449,800</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,766,675</u>	<u>\$ 978</u>	<u>\$ 202,699</u>	<u>\$ 2,970,352</u>	<u>\$ 2,539,354</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ending September 30, 2017  
(With Comparative Totals for the Year Ended September 30, 2016)  
See Independent Auditor's Report

	PROGRAM SERVICES						SUPPORT		MEMORANDUM TOTALS		
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Total Program	Management and General	Fund Raising	2017	2016
Salaries and wages	\$ 282,437	\$ 713,146	\$ 81,780	\$ 241,878	\$ 68,811	\$ -	\$ 1,388,052	\$ 230,162	\$ 25,574	\$ 1,643,788	\$ 1,577,371
Payroll taxes	21,870	54,873	5,742	18,396	5,682	-	106,563	16,567	1,841	124,971	120,502
Fringe benefits	27,760	88,129	12,222	30,211	8,310	-	166,632	20,673	2,297	189,602	211,165
Travel	5,194	43,401	2,445	20,561	7,479	834	79,914	4,879	542	85,335	99,218
Supplies	5,438	110,854	740	9,206	1,776	2,216	130,230	11,251	1,250	142,731	164,878
Food and beverages	-	365,245	-	-	-	-	365,245	-	-	365,245	341,924
Donated food and beverage	-	388,239	-	-	-	-	388,239	-	-	388,239	302,321
Rent and utilities	22,984	99,449	1,496	16,663	367	-	140,959	2,959	329	144,247	160,392
Vehicle expense	101,150	-	-	-	-	-	101,150	-	-	101,150	114,579
Postage	338	1,845	15	1,425	664	900	5,187	3,450	383	9,020	13,704
Repairs and maintenance	17,833	94,926	1,425	7,317	337	104	121,942	19,468	2,163	143,573	146,465
Telephone and internet	4,048	16,431	339	5,118	800	-	26,736	433	48	27,217	26,049
Professional Fees	171	3,534	15	1,465	-	35,094	40,279	39,939	4,438	84,656	38,251
Bank and investment fees	50	600	-	30	-	10	690	5,357	595	6,642	5,516
Interest expense	-	-	-	-	-	-	-	1,626	181	1,807	2,076
Dues and subscriptions	51	230	7	14	150	424	876	2,905	323	4,104	3,263
Insurance	37,180	63,086	7,723	18,665	2,473	-	129,127	8,268	919	138,314	182,897
Marketing/public relations	501	2,324	86	559	852	89	4,411	3,790	421	8,622	8,238
Staff development	2,294	838	93	1,317	665	225	5,432	3,917	435	9,784	12,441
Printing and copying	20	111	-	1,104	331	211	1,777	293	33	2,103	2,443
Volunteer recognition	286	1,875	12	-	20	686	2,879	110	12	3,001	3,403
Miscellaneous expenses	175	29	-	2,041	2	312	2,559	1,333	145	4,037	13,381
Depreciation	129,806	36,624	587	251	-	-	167,268	9,062	1,007	177,337	120,373
Fundraising	-	54	-	-	-	1,371	1,425	5,949	661	8,035	6,110
Website costs	-	-	-	-	3,620	-	3,620	12,380	1,376	17,376	11,275
Other program expenses	-	-	-	5,306	4,223	1,118	10,647	-	-	10,647	13,082
Senior activity expense	68	290	4	-	-	28,585	28,947	695	77	29,719	42,902
<b>Total Expenses</b>	<b>\$ 659,654</b>	<b>\$ 2,086,133</b>	<b>\$ 114,731</b>	<b>\$ 381,527</b>	<b>\$ 106,562</b>	<b>\$ 72,179</b>	<b>\$ 3,420,786</b>	<b>\$ 405,466</b>	<b>\$ 45,050</b>	<b>\$ 3,871,302</b>	<b>\$ 3,744,219</b>

The notes to consolidated financial statements are an integral part of this statement



**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended September 30, 2017 and 2016**  
See Independent Auditor's Report

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Increase in net assets	\$ 430,998	\$ 89,554
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	177,337	120,373
Contributions of fixed assets	(343,808)	(805)
Net (gain) on realized & unrealized investments & Endowment	(35,188)	(30,996)
Change in cash restricted	10,453	3,155
(Increase) decrease in operating assets		
Accounts receivable	19,298	76
Grants receivable	(10,383)	132,254
Inventories	(3,583)	1,858
Deposits	18,734	(18,734)
Prepaid expenses	17,779	65,464
Increase (decrease) in operating liabilities		
Accounts payable	7,151	(46,100)
Accrued expenses	6,691	(25,351)
Deferred revenue	-	(35,738)
Net cash provided by operating activities	<u>295,479</u>	<u>255,010</u>
<b>CASH FLOW FROM INVESTING ACTIVITIES:</b>		
Proceeds from sales on investments and Endowment	59,920	248,455
Purchases of investments and Endowment	(158,892)	(177,411)
Cash paid for purchases of fixed assets	<u>(176,718)</u>	<u>(300,310)</u>
Net cash used by investing activities	<u>(275,690)</u>	<u>(229,266)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net payments on line of credit	<u>(30,000)</u>	<u>(44,985)</u>
Net decrease in unrestricted cash	(10,211)	(19,241)
Unrestricted cash, beginning of year	<u>45,678</u>	<u>64,919</u>
Unrestricted cash, end of year	<u>\$ 35,467</u>	<u>\$ 45,678</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid for interest	<u>\$ 1,807</u>	<u>\$ 2,076</u>
Non cash contributions	<u>\$ 738,252</u>	<u>\$ 327,836</u>
Cost of fixed assets acquired	520,526	301,115
Donation of fixed assets	343,808	805
Net cash paid for fixed assets	<u>\$ 176,718</u>	<u>\$ 300,310</u>

The notes to consolidated financial statements are an integral part of this statement

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the “Organization” or the “Council”) have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB’s generally accepted accounting principles applicable to the Council, and the Council’s conformity with such principles, are described below. These disclosures are an integral part of the Council’s financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a “not-for-profit” organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council’s program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, “Accounting for Contributions Received and Contributions Made.” In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2017 and 2016, respectively.

C. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures. Accordingly, actual results could differ from those estimates.

D. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

E. FINANCIAL STATEMENT 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. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. IN-KIND CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2017 and 2016 amounted to 73,431 and 70,887 hours, respectively and are valued at \$7.25 per hour for a total of \$532,375 and \$513,858, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2017 contributed food, supplies, and fixed assets were \$388,239, \$6,205 and \$343,808, respectively. For the year ended September 30, 2016 contributed food, supplies, and fixed assets were \$302,321, \$24,711 and \$804, respectively.

G. INCOME TAXES

The exempt status of the Council is based upon the terms of an original Internal Revenue Service determination letter, dated July 1972, in which the Council maintained that it is an organization that operates exclusively for religious, charitable and educational purposes (as more fully defined in Internal Revenue Code Section 501(c)(3). The Council has maintained that it is not a "private foundation" under Section 509(a)(2). The Council is required to file annual information returns for tax-exempt organizations with the Internal Revenue Service as well as the Department of Charitable Trusts of the New Hampshire Attorney General's Office. The council qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

H. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

I. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2017 and 2016.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years Ended September 30, 2017 and 2016

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	<u>Years</u>
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2017 and 2016 was \$177,337 and \$120,373, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2017 and 2016, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through February 15, 2018, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments are unrestricted, board designated. Investments were comprised of the following:

	<u>2017</u>	<u>2016</u>
Investments:		
Money Markets	\$ 10,993	\$ 6,338
Bond Mutual Funds	168,266	118,230
Equity Mutual Funds	-	54,859
ETFs	<u>197,459</u>	<u>119,759</u>
	376,718	299,186
Less amounts included in cash	<u>(10,993)</u>	<u>(6,338)</u>
Total	<u>\$365,725</u>	<u>\$292,848</u>

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

The Investment, Endowment was comprised of the following:

	<u>2017</u>	<u>2016</u>
Investment , Endowment		
Money Markets	\$ 12,771	\$ 6,383
Bond Mutual Funds	138,327	109,153
ETFs	<u>152,558</u>	<u>120,449</u>
	303,656	235,985
Less amounts included in cash	<u>(12,771)</u>	<u>(6,383)</u>
Total	<u>\$290,885</u>	<u>\$229,602</u>

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 "Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds" (FASB ASC Topic 958-205).

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) The duration and preservation of the various funds
- 2) The purposes of the donor-restricted endowment funds
- 3) General economic conditions
- 4) The possible effect of inflation and deflation
- 5) The expected total return from income and the appreciation of investments
- 6) Other resources of the Organization
- 7) The investment policies of the Organization

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 50% equities, 45% fixed income and 5% cash and cash equivalents.

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of permanently restricted funds. These permanently restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2017 and 2016 are as follows:

	<u>Board Designated</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, September 30, 2015	\$98,950	\$138,659	\$237,609
Net, contributions/withdrawals	(17,881)	-	(17,881)
Investment income	4,061	2,787	6,848
Net appreciation	9,921	2,883	12,804
Withdrawals in accordance with spending policy	<u>(4,278)</u>	<u>(5,500)</u>	<u>(9,778)</u>
Endowment net assets, September 30, 2016	<u>\$ 90,773</u>	<u>\$138,829</u>	<u>\$229,602</u>
Net, contributions/withdrawals	(8,273)	54,032	45,759
Investment income	2,751	3,984	6,735
Net appreciation	7,621	7,326	14,947
Withdrawals in accordance with spending policy	<u>(4,686)</u>	<u>(1,472)</u>	<u>(6,158)</u>
Endowment net assets, September 30, 2017	<u>\$ 88,186</u>	<u>\$202,699</u>	<u>\$290,885</u>

5. CONCENTRATION OF CREDIT RISK

At September 30, 2017 and 2016, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1 Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized by securities held by the Council (or its agent) in the Council's name.

Category 2 Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.

Category 3 Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2017 and 2016, the Organization had no uninsured cash balances, respectively.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
 Years Ended September 30, 2017 and 2016

6. LINE OF CREDIT

The Council has a \$200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires March 15, 2019. The interest rate at September 30, 2017 and 2016 was 4.25% and 3.50%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2017 and 2016 was \$45,000 and \$75,000, respectively.

7. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. In June 2017 the lease was extended two years and expires in June 2019. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of \$15,189 and \$14,962 related to the lease, respectively.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of \$12,035 related to this lease.

In October 2016 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expires in October 2017. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2016 the Council renewed a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2018. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

In January 2016 the Council entered a ten-year agreement with the town of Canaan to mutually maintain the Indian River Grange Hall. In lieu of rent the Council maintains the utility and custodial costs of operating the Grange Hall.

Future minimum lease payments on the above leases as of September 30 are:

2018	\$ 33,009
2019	18,855
2020	4,200
2021	4,200
2022	4,200
Thereafter	<u>57,400</u>
	<u>\$121,864</u>

The Council also leases office equipment under short-term operating lease agreements.

8. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.



**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

9. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2017:

Federal and State Funded Contracts, Grants and Programs	\$2,035,397
State non-cash contribution of busses	<u>343,808</u>
	<u>\$2,379,205</u>
Percentage of Total Support and Revenues	55%

10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	<u>2017</u>	<u>2016</u>
Investment reserve	\$ 177,277	\$ 115,677
Mascoma area reserve	20,097	18,287
Plymouth reserve	8,585	7,816
Littleton reserve	135,636	125,538
Horse Meadow reserve	35,123	31,868
GCSCC Endowment fund	<u>100,957</u>	<u>97,156</u>
Total board designated net assets	<u>\$ 477,675</u>	<u>\$ 396,342</u>

Temporarily restricted net assets consist of the following at September 30:

	<u>2017</u>	<u>2016</u>
Plymouth refrigerator	\$ -	\$ 1,604
NHCF Strategic Planning	-	5,000
Basket Raffle	978	1,365
United Way receivable	-	8,826
DHMC Dental Clinic	-	3,462
DHMC Light Program	-	9,356
CDFA Grant receivable	-	<u>3,000</u>
Total temporarily restricted net assets	<u>\$ 978</u>	<u>\$ 32,613</u>

Permanently restricted net assets consist of the following at September 30:

	<u>2017</u>	<u>2016</u>
Clapper Memorial Fund	\$ 32,538	\$ 30,457
Jean Clay fund	<u>170,161</u>	<u>108,372</u>
Total temporarily restricted net assets	<u>\$ 202,699</u>	<u>\$ 138,829</u>

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2017 and 2016

**11. FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical <u>Assets (Level 1)</u>	Significant other Observable Inputs <u>(Level 2)</u>
<u>2017</u>			
Investments	\$ 656,610	\$ 656,610	\$ -
Accounts receivable	1,367	-	1,367
Grants receivable	<u>239,527</u>	<u>-</u>	<u>239,527</u>
	<u>\$ 897,504</u>	<u>\$ 656,610</u>	<u>\$ 240,894</u>
<u>2016</u>			
Investments	\$ 522,450	\$ 522,450	\$ -
Accounts receivable	20,665	-	20,665
Grants receivable	<u>229,144</u>	<u>-</u>	<u>229,144</u>
	<u>\$ 772,259</u>	<u>\$ 522,450</u>	<u>\$ 249,809</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

**12. TAX EXEMPT STATUS**

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

**13. COMPENSATED ABSENCES**

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2017 and 2016 in the amounts of \$80,830 and \$76,991, respectively.

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBER  
AMERICAN INSTITUTE OF  
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MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors  
Grafton County Senior Citizens Council, Inc.  
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 15, 2018.

### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

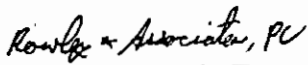
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
\_\_\_\_\_

Rowley & Associates, P.C.  
Concord, New Hampshire  
February 15, 2018

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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CONCORD, NEW HAMPSHIRE 03301  
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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors  
Grafton County Senior Citizens Council, Inc.  
Lebanon, New Hampshire

### Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2017. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### *Management's Responsibility*

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on compliance for each of Grafton County Senior Citizens Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grafton County Senior Citizens Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

### *Opinion on Each Major Federal Program*

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

## Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Rowley & Associates, P.C.  
Concord, New Hampshire  
February 15, 2018

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
Year Ended September 30, 2017

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were:

Federal Program Cluster:

Title IIIB, Supportive Services and Senior Center	93.044
Title IIIC, Nutrition Services	93.045
Nutrition Services Incentive Program – Food Distribution	93.053

8. The threshold used for distinguishing between Type A and B programs was: \$750,000.
9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended September 30, 2017

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA #</u>	<u>Federal Expenditures</u>
<b>AGING-CLUSTER</b>		
<b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>		
<i>Passed through the NH Department of Health and Human Services</i>		
Title IIIB, Supportive Services and Senior Centers	93.044	\$ 178,516
Title IIIC, Nutrition Services Incentive Program	93.045	449,631
Nutrition Services Incentive Program - Food Distribution	93.053	<u>160,197</u>
<b>TOTAL AGING-CLUSTER</b>		<u>788,344</u>
<b>OTHER PROGRAMS</b>		
<b>CORPORATION FOR NATIONAL AND COMMUNITY SERVICE</b>		
<i>Direct Program</i>		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	93,667
<b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>		
<i>Passed through the NH Department of Health and Human Services</i>		
Title XX, Social Services Block Grant	93.667	<u>171,197</u>
<b>TOTAL OTHER PROGRAMS</b>		<u>264,864</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>		<u>\$ 1,053,208</u>

The accompanying notes are an integral part of this schedule



**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended September 30, 2017

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Grafton County Senior Citizens Council, Inc. under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Grafton County Senior Citizens Council, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Grafton County Senior Citizens Council, Inc.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**NOTE 3 – INDIRECT COST RATE**

Grafton County Senior Citizens Council, Inc. has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

**BOARD OF DIRECTORS**

2018/2021

<b>Year/ Committee</b>	<b>Term</b>	<b>Board Member</b>	<b>Year/ Committee</b>	<b>Term</b>	<b>Board Member</b>
		↓			↓
2018-2020 President	3 <sup>rd</sup> 2021	Larry Kelly 25 Wildwood Drive West Lebanon, NH 03784 603-277-9478 (home) 603-731-0537 (mobile) <a href="mailto:larryajkelly@gmail.com">larryajkelly@gmail.com</a>	Strategic Planning (chair)	1 <sup>st</sup> 2019	Neil Castaldo 15 North Park Street Hanover, NH 03755 603-277-9442 (home) 603-727-8272 (cell) <a href="mailto:neil.castaldo@gmail.com">neil.castaldo@gmail.com</a>
2018-2020 Vice President Governance (chair)  Personnel	1 <sup>st</sup> 2020	Bob Muh 102 Tuck Lane Littleton, NH 03561 603-444-5228 (home) 603-728-8712 (cell) <a href="mailto:muhfamily@roadrunner.com">muhfamily@roadrunner.com</a>	Program Planning & Evaluation	1 <sup>st</sup> 2021	Ellen Flaherty, Co-Director Dartmouth Centers for Health & Aging One Medical Center Drive Lebanon, NH 03756 603-653-3475 <a href="mailto:ellen.flaherty@hitchcock.org">ellen.flaherty@hitchcock.org</a>
2017-2019 Treasurer Finance (chair)	3 <sup>rd</sup> 2020	Flora Meyer 14 Abbott Street Lebanon, NH 03766 603-448-3784 <a href="mailto:florameyer@mac.com">florameyer@mac.com</a>	Personnel (co-chair)	1 <sup>st</sup> 2019	Carol Govoni P.O. Box 262 Lincoln, NH 03251 603-381-2430 <a href="mailto:ccg03251@gmail.com">ccg03251@gmail.com</a>
2018-2020 Secretary  Strategic Planning	1 <sup>st</sup> 2020	Martha Richards 133 Sargent Road Holderness, NH 03245 603-536-2279 <a href="mailto:maplerichards@gmail.com">maplerichards@gmail.com</a>	Program Planning & Evaluation (chair)	2 <sup>nd</sup> 2021	Craig Labore, Administrator Grafton County Nursing Home 3855 Dartmouth College Highway North Haverhill, NH 03774 603-787-6971 x4000 <a href="mailto:clabore@co.grafton.nh.us">clabore@co.grafton.nh.us</a>
Facilities	2 <sup>nd</sup> 2019	Ralph Akins 29 Fairview Avenue Lebanon, NH 03766 603-448-2513 <a href="mailto:ralphakins2@gmail.com">ralphakins2@gmail.com</a>	Strategic Planning	1 <sup>st</sup> 2019	Steve Marion 15 Low Road Hanover, NH 03755 603-643-4230 <a href="mailto:srm4230@gmail.com">srm4230@gmail.com</a>
Executive Committee	3 <sup>rd</sup> 2021	Patricia Brady 196 Kearsarge Drive Woodsville, NH 03785 603-787-6722 (h) 781-526-3255 (c) <a href="mailto:pabrady63@gmail.com">pabrady63@gmail.com</a>	Facilities Finance	1 <sup>st</sup> 2021	J. Pete Moseley PO Box 706 White River Junction, VT. 05001 802-296-2600 <a href="mailto:pmoseley@sover.net">pmoseley@sover.net</a>  (Home: 37 Slayton Hill Lebanon, NH 03766)

Marketing & Development (chair)	1 <sup>st</sup> 2019	<p> <small>MEMBER</small>            Vice President, Development &amp; Philanthropy Services            NH Charitable Foundation            37 Pleasant St.            Concord, NH 03301-4005            603-225-6641 x20265            603-263-8365 (direct)  <a href="mailto:rp@nhcf.org">rp@nhcf.org</a> </p>	Strategic Planning	1 <sup>st</sup> 2020	<p> <small>MEMBER</small>            Ellen Thompson            52 Pico Road            Lyme, NH 03768            603-795-2034  <a href="mailto:ellenlyme@aol.com">ellenlyme@aol.com</a> </p>
Finance Facilities	3 <sup>rd</sup> 2021	<p>           Frank Thibodeau            173 Prospect Hill Road            Canaan, NH 03741            802-369-0194 (cell)  <a href="mailto:fethibodeau@gmail.com">fethibodeau@gmail.com</a> </p>			
<p>           Roberta J. Berner, Executive Director            Grafton County Senior Citizens Council, Inc.            10 Campbell St., PO Box 433            Lebanon, NH 03766            603-448-4897 (work); 603-790-8365 (home); 603-306-2166 (cell)  <a href="mailto:rberner@gcsc.org">rberner@gcsc.org</a> </p>					

## ServiceLink Resource Center of Grafton County

10 Campbell St., Lebanon and 262 Cottage St., Littleton

1-866-634-9412 or 603-448-1448 and 444-4498

### Staff

#### **Program Director: Alison Morgan**

**448-1558 X1301**

[amorgan@gcsc.org](mailto:amorgan@gcsc.org)

The Program Director is responsible for oversight and management of the program. You should call the program director with any questions about procedure or protocol; any questions/concerns about management of program; any questions about backlog or financial concerns; and, any requests for outreach or training.

#### **Referral Specialists: Tammy Hines: 444-4498 x 1501 Joan LaPlante 448-1558 ext 1306**

[servicelink-grafton-ir@myfairpoint.net](mailto:servicelink-grafton-ir@myfairpoint.net), [jlaplante@gcsc.org](mailto:jlaplante@gcsc.org)

The Referral Specialist provides information and assistance. They connect consumers, their caregiver/family member, or a provider to formal and informal services and supports. The Referral Specialist can assist a consumer with phone calls and paperwork. They can also advocate for someone who is having difficulty accessing services. The Referral Specialist works with people by phone, via appointment or walk-in to our office, or by appointment in our satellite locations.

#### **Medicare Coordinator: Sue MacKillop 448-1558 x1305**

[smackillop@gcsc.org](mailto:smackillop@gcsc.org)

Although all staff are SHIP (State Health Insurance Assistance Counselors, Mary Beth and Sue are the main contact person in each of the offices. In addition to providing information and assistance to callers, our Medicare Specialists are the point persons for calls related to requests for Medicare counseling for Part D, Supplemental coverage and Advantage Plans, in addition to challenges that consumers may be having related to Medicare/Medicaid related issues. They are also available to do community education and outreach and hold monthly "New to Medicare" classes.

#### **Long Term Care Support Counselors: Jane Conklin, 448-1558 x 1302 and Danielle Dulac, 444-4498 x1502**

[jconklin@gcsc.org](mailto:jconklin@gcsc.org) and [ddulac@gcsc.org](mailto:ddulac@gcsc.org)

The Long Term Care Support Counselors are the coordinators for all long term care referrals. They provide options counseling, as well as, pre-screening for financial, clinical and eligibility for a variety of programs, and support the consumer through the entire application process. For those pursuing the NH Medicaid Choices for Independence (CFI and formerly known as HC-BC) program, the Long Term Care Support Counselor acts as an informal "care coordinator" until services have been approved/assigned. Home visits are available.

#### **ServiceLink Medicaid Specialist: Sally Edson, 448-1558 x1300**

[sedson@gcsc.org](mailto:sedson@gcsc.org)

ServiceLink Medicaid Specialist assists individuals with applying for Medicaid, working with consumers for redetermination and working with the New Heights software to learn where an individual may be in the process of applying for services.

#### **Caregiver Specialists: Joan LaPlante 448-1558 x 1306 and Tammy Hines 444-4498 x 1500**

[jlaplante@gcsc.org](mailto:jlaplante@gcsc.org) and [servicelink-grafton-ir@myfairpoint.net](mailto:servicelink-grafton-ir@myfairpoint.net)

The Caregiver Specialist is responsible for caregiver assessment, counseling and assistance in accessing the NH Family Caregiver Program respite and supplemental grants and helping to make family caregivers aware of resources that may be available to them. Home visits are encouraged.

#### **Veteran's Independence Program: Joan LaPlante 448-1558 x 1306 and Jessica Aiken-Hall 444-4498 x 1501**

[jlaplante@gcsc.org](mailto:jlaplante@gcsc.org) and [jhall@gcsc.org](mailto:jhall@gcsc.org)

The V.I.P. staff work to assist veterans in maintaining independent living within their community. Referrals are received through the White River Junction Veteran's Administration

#### **Specialized Care Transition Counseling and Support: TBA**

This staff person assists patients being discharged from the hospital back to their home and will provide follow up necessary for the individual to be successful in living independently and reducing the risk of re-admittance.

#### **DHHS Medicaid Specialists: Victoria Raymond, Jan Fiske**

The Medicaid Specialist determines Medicaid financial eligibility for nursing home placement and the CFI program. The Medicaid Specialist sees people by appointment on Wednesdays at the ServiceLink Resource Center in Lebanon and on Thursday in Plymouth. We schedule Monday appointments as needed at the Littleton Department of Health and Human Services. Appointments are set up by the Long Term Care Support Counselor, who screens to ensure that those coming in are prepared for the appointment and receive help with follow up as necessary.

7/19 ✓  
11:00

# Jessica Aiken-Hall

Social worker/ marketing

Bath, NH 03740

jessicaaikenhall8\_u8h@indeedemail.com - (603) 747-2726

## WORK EXPERIENCE

### Social Worker

Cottage Hospital - Woodsville, NH - 2016-08 - 2017-02

Discharge planning, group and individual counseling, facilitated treatment team meetings and family meetings

### Medical Social Worker

Caledonia Home Health & Hospice - Saint Johnsbury, VT - 2015 - 2016-04

- Make home visits, assess client's needs, help complete needed paperwork, make referrals to community partners
- Counsel client's as they near the end of their life
- Co-facilitate a monthly Grief support group, send monthly bereavement mailings

### Admissions Assistant- Temporary

Springfield College School of HS - Saint Johnsbury, VT - 2013-08 - 2014-01

position

- Placed calls and organized mailings to prospective students
- Entered data into the school's electronic database
- Greeted and offered support to students and prospective students

### Social Services Director

St. Johnsbury Health and Rehab - Saint Johnsbury, VT - 2014 - 2014

- 2014

- Supervise the department
- Counsel residents and their families, assist in discharge planning and end of life decisions
- Complete MDS interviews, keep electronic documentation, help residents complete Long term Medicaid applications and reviews

### Care Manager- Per Diem

Northeastern Vermont Regional Hospital - Saint Johnsbury, VT - 2013-04 - 2013-08

- Coordinate care for patients returning home
- On call after hours to ensure patients had needed supports
- Work with insurance companies to help patients cover the cost of their care
- Documented daily progress notes and assessments electronically

### Admissions Coordinator

St. Johnsbury Health and Rehabilitation Center - Genesis HealthCare - Saint Johnsbury, VT - 2012 - 2013

- Coordinate admissions into nursing facility working closely with hospitals, community members and family members, complete necessary admission paperwork, enter into database and file
- Work with insurance companies to assure resident has a payer source for their stay
- Promote and market company; manage Facebook page and Twitter account

- Order marketing supplies, organize community events

### **Caregiver Support Specialist/Reach Out Interventionist**

Area Agency on Aging for Northeastern VT - 2011 - 2012

Provide support to family caregivers, Implement the Reach Out Research Grant project with caregivers of people with dementia

- Co-lead Powerful Tools for Caregivers; 6 week classes designed to help family caregivers take care of themselves
- Approve and distribute Dementia Respite Grants, keep track of Family Caregiver grant funds, approve and distribute grants

### **Case Manager II**

Area Agency on Aging for Northeastern VT - 2006 - 2011

Managed a case load of over 100 aging and disabled adults, billed for Choices for Care and Moderate Needs clients

- Worked with community partners to ensure appropriate services were provided to clients
- Maintained files on each client, ensured that needed paperwork was completed and submitted in a timely, efficient manner so benefits would not be lost
- Provided in home visits, one-on-one support and encouragement to clients

## EDUCATION

### **Masters in Mental Health Counseling**

Springfield College - Saint Johnsbury, VT  
2013-08

### **Bachelor of Science in Human Services**

Springfield College - Saint Johnsbury, VT  
2006-05

## SKILLS

Reiki Master

## Alison H. Morgan

### CAREER OBJECTIVE

To continue in the field of Social Services preferably in administration.

### EXPERIENCE

#### **ServiceLink of Grafton County Director July, 2014 – Present**

Hiring and supervision of staff, establish and monitor program budget, work in collaboration with ServiceLink Advisory Board, GCSCC Board of Directors and the Department of Health and Human Services in developing and carrying out services as outlined in the agreement with the Department.

#### **Southern New Hampshire Services – Housing May, 2013 - Present**

Responsible for eligibility for independent senior housing, implementation of HUD and EIV regulations.

#### **State of New Hampshire – Head Start State Collaboration Office May, 2013 – October, 2013**

Contract position to research and analyze data on School Readiness and Family Engagement collected by the five New Hampshire Head Start programs and the Department of Education to determine outcomes in each area.

#### **Tri County Community Action Head Start September, 1993 – May, 2013**

##### 2002 – 2013 Program Director

Established and monitored program budget, grant writing, training for all staff and volunteers, on-going training and technical assistance to the CAP Board of Directors, creation and implementation of program goals, research and development of the Community Needs Assessment for the three Northern New Hampshire Counties, established policies and procedures for volunteers, created collaborative agreements with school departments and community agencies, interpretation and implementation of federal and state regulations, program design and management.

##### 1999 - 2002 Assistant Director

Clinical supervision of Area Coordinators/Service Managers, established training for all staff based on identified needs and mandates, designed and implemented personnel appraisal process, monitored training budget.

##### 1994 – 1999 Family Services Manager/Area Coordinator

Established and monitored social services delivery systems, provided training and technical assistance to Managers and staff, provided direct supervision to local site staff in all component areas (Education, Nutrition, Transportation, Health), established and monitored child abuse and neglect policies and procedures.

##### 1993 – 1994 Family Support Coordinator

Recruitment and registration of children and families entering into the program, assisting families with on-going social service, health and nutrition needs, community advocacy and developing and working with volunteer parent groups.

#### **Loon Mountain Corporation**

**November, 1991 – September, 1993**

##### Director, Children's Programs

Established and supervised programs for children 6 weeks to 12 years old.

**State of New Hampshire – Division for Children  
Youth and Families**

**June, 1983 – November, 1991**

Supervisor

Supervision of direct service workers and child protection workers in all areas of community networking and coordination of services to families, implementation of state and federal law, managed budgets and provided training on local and state levels.

**Nashua Children's Association, Nashua New Hampshire      September, 1982 – June, 1983**

Family Counselor

Provided direct services for families with children at risk of being placed out of the home, intake and referrals, established policies and procedures, developed monthly statistical reports for the Board of Directors.

**Youth Adult Council, Westport, Connecticut**

**August, 1981 – September, 1982**

Family Services Coordinator

Crisis counseling for youth under the age of 18 and their families, career counseling, job placements, design and implementation of educational and recreational programs, grant writing.

**EDUCATION**

University of Connecticut

Graduate School of Social Work – 16 credits

Southern Connecticut State University

BS – Accredited degree in Social Work with double minor in Child Psychology and Sociology. 1981

Graduated with honors.

**HONORS and AWARDS**

Who's Who in American Colleges and Universities, 1981

Head Start Social Services Competency Based Panel Member, Washington, DC

New England Head Start Association – NH Director Representative 2006 – 2013

Treasurer 2008 - 2012

**COMMUNITY SERVICE**

Board of Director's Chairperson, Franconia Children's Center 1994 – 1997 and present

Vice Chairperson, Lafayette Regional School Parent's Association 2000 – 2004

Volunteer Coordinator, Profile Booster Club 2006 – 2010

Annual fundraiser volunteer for Franconia Food Pantry 2010 - present



# Betsey L. Cheney

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## OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I can use my abilities and experience to become an essential member of a smooth running team.

## EXPERIENCE

### **Finance**

#### **Director**

2009 – Current

#### **Grafton County Senior Citizens Council, Inc., Lebanon, NH**

Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009

#### **Finance**

#### **Manager**

2005 –2009

#### **Vermont Public Transportation Association, White River Jct., VT**

Responsibilities: Oversee a modular fund accounting system covering a budget in excess of \$10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

#### **Medicaid Program**

#### **Coordinator**

1997 – 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

#### **Medicaid**

#### **Assistant**

1992 – 1997

Responsibilities: Reconcile Medicaid Remittance Advise from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills as needed. Enter information and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

#### **Accounts**

#### **Payable**

1988 – 1989

#### **The Hitchcock Clinic, Hanover, NH**

Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

## EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978

Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

# DANIELLE M. DULAC

**EDUCATION:** **UNIVERSITY OF MASSACHUSETTS AMHERST**  
Bachelor of Arts, May 2011, GPA 3.5/4.0, Cum Laude  
Major: Communication                      Minor: Psychology

**COURSEWORK:** Social Psychology                      Adolescent Psychology  
Abnormal Psychology                      Child Psychology

**EXPERIENCE:**  
Feb 15- Present                      **SERVICELINK OF GRAFTON COUNTY, Littleton, NH**  
Options Counselor

- Provides person-centered planning to individuals looking for long-term care supports and services for themselves or others
- Assists with applications to public and private programs, such as Medicaid, Food Stamps, Nursing Home Placement, and Housing
- Oversees Veterans Independence Program and provides support and direction to veterans with their care plans
- Co-facilitates Caregiver Support Group for those caring for individuals effected by Alzheimer's and dementia

Nov 13-Feb 15                      **ELDER SERVICES OF WORCESTER AREA, INC. Worcester, MA**  
Geriatric Support Services Coordinator

- Managed culturally diverse caseload of over 115 seniors enrolled in NaviCare Senior Care Options, a Medicaid Insurance
- Collaborated with an interdisciplinary team to determine plan of care based on the needs of the client and his/her support system
- Provided detailed documentation of all interactions between members, caregivers, service coordinators, and primary care team

Feb 13- Nov 13                      **ELDER SERVICES OF WORCESTER AREA, INC. Worcester, MA**  
Case Manager

- Determined seniors' eligibility for in-home services based on assessed needs, frailty level, and state financial requirements
- Created consumer-driven, budgeted care plan according to consumer's unmet needs in order for client to remain barrier-free within the community
- Assessed over 85 clients on a quarterly basis and linked clients to appropriate community resources, such as food stamps, public housing, fuel assistance, and transportation services.

Apr 12- Jan 13                      **ABC40/FOX6 BROADCAST NEWSTATION, Springfield, MA**  
News Videographer

- Interviewed subjects, shot compelling video with strong natural sound, and edited video to create a clear and concise story for television viewers
- Collaborated with reporters to create news packages and edited them under strict time constraints
- Responded quickly to breaking news

Sep 11- Apr 12                      **ABC40/FOX6 BROADCAST NEWSTATION, Springfield, MA**  
Production Assistant

- Collaborated with producers and reporters to edit video quickly and accurately according to a news script
- Communicated with directors, news talent, and production assistants to broadcast a flawless live newscast
- Worked under strict deadlines

## **COMPUTER**

**SKILLS:** Refer 7, Outlook, Microsoft Office 2013, Internet Explorer, New Heights, Mozilla, Google Chrome, Windows 10

**Jane Conklin**

**Education:**           **Masters in Social Work - Univ. of Connecticut**    **1994**  
                          **Certificate in Aging Studies - Univ. of Minnesota**    **1982**  
                          **B.A. Macalester College, St. Paul, MN**               **1974**

**Additional**           **AIRS-A Certification**                                       **2007**  
**Training:**           **Academy of Certified Social Workers (ACSW)**    **1999**  
                          **Person Centered Practice Training**               **2013**  
                          **Methods, Models, Tools/Person Centered Planning**   **2009**  
                          **Powerful Tools for Caregivers Facilitator**       **2008**  
                          **SHP Counselor Certification**                       **since 2007**  
                          **Social Role Valorization**                           **1994**

**Professional**       **Long Term Support Counselor**        **July 2006 to present**  
**Experience:**        **Service Link of Grafton County**  
                          **Aging and Disability Resource Center**  
                          **Lebanon, NH 03766**

**Service Coordinator**   **September 1994 to July 1, 2005**  
**United Developmental Services, Lebanon, NH**  
**Coordinated services for adolescents and young adults including:**

- **Benefits planning for participants.**
- **Facilitation and monitoring of service agreements**
- **Locating needed resources**
- **Assisting families to develop and file guardianship petitions**
- **Coordinating services with schools, mental health agencies, medical providers**
- **Assisting to develop transition plans for students preparing to leave high school.**

**Experience with personal futures planning processes including PATH, MAPS.**

**Provide emotional support to parents of children with disabilities.**

**Senior Center Director 1985 - 1992**  
**Grafton County Senior Citizens Council, Lebanon, NH**  
**Responsible for day-to-day operations of a multi-purpose Sr. Center. Managed budget of \$350,000. Recruited, hired, and supervised 11 staff members.**

Jane Conklin  
Resume

**Professional  
Experience:**

**Activities Director** 1980 - 1982  
**Activities Assistant** 1977 - 1980  
Golden Age Nursing Home, Roseville, MN

**Activities Assistant** 1976 - 1977  
Midway Manor Nursing Home, St. Paul, MN

**Teacher Aide** 1975 - 1976  
Riverside Behavior Learning Center

**Social Work  
Intern  
Experience:**

**Intern - Riverside Industries, Easthampton, MA** 1993 - 1994  
Implemented agency strategic planning initiative. Coordinated Board of Directors Service Committee meetings. Assisted in development of consumer satisfaction questionnaire. Co-facilitated group discussion on topic of "Aging."

**Program Coordinator - YWCA, Northampton, MA** 6/93 - 8/93  
Assisted in the re-organization of the Transitional Living Program for battered women. Coordinated housing, childcare and transportation for participants.

**Intern - YWCA, Northampton, MA** 1992 - 1993  
Developed a Tutor - Mentor program to provide educational assistance to teens and battered women. Recruited and trained volunteers. Assisted in preparing grant proposals.

**Volunteer  
Experience:**

**Sunday School Teacher** -- 1996 - present  
**Nanny for two children - England** 1982 - 1985

**Professional  
Affiliation:**

National Association of Social Workers (NASW)  
National Association of Christians in Social Work (NACSW)

## **RESUME**

Joan M. Laplante

### **PROFESSIONAL EXPERIENCE**

#### **Mascoma Area Senior Center – GCSCC**

Canaan, NH 03740

January, 2013 to present

Outreach worker – Assisting consumers to help maintain health and independence. Provide assistance in coordination and continuity of care.

#### **ServiceLink – GCSCC**

Lebanon, NH 03766

May, 2013 to present

Resource Center Information and Referral Specialist

Link individuals who need assistance with appropriate service providers and/or supply information about the agencies which offer services.

SHIP: Part D certified

#### **Child and Family Services**

Laconia/Concord, NH

October, 2009 to January, 2011

Per Diem Parent Aide (Child Health Care Worker) – In home support; Supportive Counseling, Health and Safety Education, Parenting Education, Life Skills Development, Supervised Visitation between parents and children.

October, 2009 to June, 2013

Per Diem; Relief Counselor in group home-Act as a positive role model for troubled children 12-18 years of age.

#### **Hannah House**

Lebanon, NH 03766

November, 2006 to December, 2012

Respite Residential Counselor- Possess an interest in families, patience, a sense of humor and a strong sense of identity and self confidence. Act as a positive role model for pregnant and parenting teens.

**Franklin School District**  
Franklin NH 03235  
February, 2006 to November, 2012

One on one aide; Franklin School District - Help child become and independent learner and productive member of society.

2011 School Year

Floater; PCA; One on one aide to fifteen students on an as per needed basis.

**Lake Sunapee VNA**  
New London, NH 03257  
May, 1991 to May, 2005

Fourteen years experience working for a non-profit agency Scheduled twenty or more professional staff daily. Possess strong customer service skills, organized, self-motivated, detail oriented, able to multitask and meet deadlines.

**EDUCATION:**

Hesser College, Manchester, NH 03204  
Associates Degree: Secretarial Sciences

Granite State College, Newport, NH 03773  
Bachelor of Science Degree: Self Design:  
Family Studies/Human Services

**Continued Education:**

10 <sup>th</sup> Annual State Suicide Prevention Conference	Bedford, NH	November, 2013
MCM-Medicaid Care Management	W. Lebanon, NH	November, 2013
Medicare Part D	Concord, NH	October, 2013
Medicare Training	New London, NH	September, 2013
Granite Steps to Success for Youth On their Own	Claremont, NH	June, 2013
Elder Abuse, Neglect, and Exploitation	Concord, NH	May, 2013
Suicide Prevention and Intervention Training	Concord, NH	2011

Stop the Bullying a Collaborative Approach		2011
CPR/ First Aid		2009
Medication Certification		2010
Water Safety and Supervision Training		2009
CADCA Conference- Anti Drug Coalitions of America	Arizona	2010
How to De-escalate Students		2009
The Circle of Courage: Reclaiming Youth at Risk		2009

# ROBERTA J. BERNER

## Professional Experience

- 1999-                    **Grafton County Senior Citizens Council**                    Lebanon, NH  
**Executive Director (2003- )**
- CEO of nonprofit organization that provides a wide range of community-based services for elders in Grafton County, NH: work directly with Board of Directors and Board committees; represent the agency regionally and statewide; primary spokesperson for agency; manage budget of \$4 million, staff of more than 100, volunteer force of 1,000; with the Board direct programmatic, personnel, financial, and other managerial directions and decisions.
- Director of Marketing and Development (1999-2003)**
- Responsible for all private fund development and public relations: capital campaigns, annual fund, grant research and development, market development, annual report, other publications, media liaison; worked closely with Board of Directors and Board committees
- 1995-1998            **Middle Mississippi Girl Scout Council**                    Jackson, MS  
**Director of Fund Development and Public Relations**
- Responsible for all fund raising and public relations; worked closely with Board of Directors and conducted volunteer trainings
- 1992-1994, 1988-1991   **Mississippi Forestry Association**                    Jackson, MS  
**Director of Communications**
- Produced quarterly four-color trade magazine; responsible for special projects including music video, media relations, grants development; worked with board committee
- 1987-1998            **Other Professional Contracts & Positions**                    Jackson, MS
- |                                |  |
|--------------------------------|--|
| Fund Development Officer       | Foundation for the Mid South                       |
| Grants Development Coordinator | City of Jackson                                    |
| Instructor                     | Department of History, Hinds Community College     |
| Arts Education Coordinator     | Arts Alliance of Jackson & Hinds County            |
| Grants Writer                  | Tougaloo College, Planetarium, Jackson State Univ. |
| Editor                         | Mississippi Foundation for Public Broadcasting     |
- 1985-1987   **Ohio Regional Association of Concert and Lecture Enterprises (Ohio Arts Presenters Network)**                    Columbus, OH  
**Executive Director**
- Chief executive of trade organization for presenters of the performing arts, artists, and arts-related agencies; affiliate of Ohio Arts Council
- 1985-1987            **Other Professional Contracts**                    Columbus, OH
- |                     |                            |
|---------------------|----------------------------|
| Publications Editor | Columbus Jewish Foundation |
|                     | Columbus Museum of Art     |
- 1980-1984            **Minnesota Council on Foundations**                    Minneapolis, MN  
**Program Associate, Public Programs**
- Produced newspaper for private funders and nonprofit organizations in the Twin Cities; planned and executed grants workshops with Foundation Center staff; produced directory of Minnesota foundations



1978-1980      **Minneapolis Federation for Jewish Service**      Minneapolis, MN  
**Director of Public Relations**

- Supported annual \$10 million campaign with media relations, publications development, meeting planning

1974-1984      **Other Professional Contracts & Positions**      Minneapolis-St. Paul, MN

Public Information Officer	Sea Grant Program, University of Minnesota
Public Relations Writer	Cardiac Pacemakers, Inc.
Publications Editor	Enablers, Inc.
Instructor	Writing Lab, University of Minnesota
Reporter	Southside News
Teaching Assistant	American Studies, University of Minnesota

1970-1974      **Gainesville Sun**      Gainesville, FL  
**Reporter**

- Features writer, news reporter

### **Education**

M.A.      American Studies, University of Minnesota      1977  
Admitted to doctoral program; concentration: social welfare history

B.A.      History, University of Florida      1974  
Highest honors, departmental honors, Mortar Board, Danforth nominee

### **Professional Awards, Honors, Memberships**

2014-present      Governor's Commission on Medicaid Care Management, Commissioner  
2014      Micah Award, United Valley Interfaith Project  
2013-present      Grafton-Coos Regional Coordinating Committee for Community Transportation,  
Secretary-Treasurer  
2013-present      Executive Committee, Upper Valley Public Health Advisory Council  
2011      Alumnus of Notable Achievement, Univ. of Minnesota, College of Liberal Arts  
2010      Faculty, Institute for Life-Long Learning at Dartmouth  
2010, 2011      Faculty, Aging in America Conference (NCOA/ASA)  
2009-2015      Board of Directors, Kendal at Hanover; 2013-Chair, Governance Committee  
2008-2014      State Coordinating Committee for Community Transportation, NH  
2006-2010      President, New Hampshire Coalition of Aging Services  
2006-2008      Governor's Task Force on Community Transportation, NH  
2007-2014      Lebanon Rotary Club  
2005-2006      Leadership New Hampshire  
1998-2005      Lebanon Public Library Board of Trustees  
2003-2005      CATV Board of Directors  
2001-2003      Upper Valley Planned Giving Council, secretary  
1995-1998      National Society of Fund-Raising Executives, board  
of directors, Mississippi chapter  
1989, 1993      International Association of Business Communicators, Mississippi  
awards for best four-color magazine, best communications program  
1979-1984      Women in Communications, Inc., Twin Cities Chapter  
award for best overall communications program, 1984  
President, 1982-83  
Officer and board member, 1979-1983  
1979      National Council of Jewish Federations, outstanding newspaper award  
1977, 1978      Minnesota Education Association awards for youth services newsletter

**Employment**

[September 2005- current] Grafton County ServiceLink Resource Center . Educate and assist Medicare beneficiaries with benefit options and selection. Provide assistance with Medicare and Medicaid applications and processing. Provide information and referrals to consumers and team members. Options Counseling. Maintain accurate client contact records and keep database resources up to date.

- **Medicare, Medicaid, Information & Referral** – 02/01/2016- Current
- **Health Insurance MarketPlace Assistor** – 10/01/2013 -01/31/2016
- **Medicare (SHIP) Coordinator** -05/2006 -06/2013
- **Medicare (SHIP) Certification** – 05/2006-Current
- **CRS-AIRS Certification** - Current to 10/5/2016

[1996-2001] MB Management Co. Boston, MA

- **Resident Coordinator**

Social Service provider for Sugar River Mills, a 62 unit subsidized housing development in Claremont, NH. This position required working with senior citizens and young families in a variety of situations.

[1991-1994] Brookside Nursing Home White River Jct., VT

- **Director, Social Service**

Admissions Coordinator in a 67-bed nursing facility. Provided counseling and direction for clients and families. Implemented in-house ethics committee and support group for family members. Interface with other department heads and nursing home personnel.

[1989-1991] Brookside Nursing Home White River Jct., VT

- **Charge Nurse/Certified Nurse Aid Instructor**

Charge Nurse position on skilled and intermediate units requiring management of staff and resident care. Certified by state of VT to teach and certify nurse aids.

[1989-1991] McLaughry Associates Inc. Hanover, NH

- **Real Estate Associate**

Licensed in New Hampshire and Vermont for residential sales of real estate. Assisted clients through buying process; prequalified for bank loans; served as intermediary with bankers, lawyers and tax assessors.

[1986-1989] Dickinson & Son Inc. Hanover, NH

- **Office Coordinator, Bookkeeper**

Coordinated scheduling and work prioritization for 6 plumbers. Managed accounts payable, accounts receivable, payroll and debt collection.

[1975-1986] Dartmouth-Hitchcock Medical Center Hanover, NH

- **Staff Nurse**

Performed staff nurse duties on medical/surgical and oncology units.

**Education**

NH Vocational/Technical College

Claremont, NH

- **Nursing Diploma**

Lebanon College

- **Bookkeeping & Accounting**

# Sue MacKillop

## Education

BA in Psychology, May 1972  
Skidmore College  
Saratoga Springs, NY 12866

MA in Elementary Education, May 1976  
Concentration: Early Childhood  
Certification K-6  
St. Joseph College  
West Hartford, CT 06117

## Current Certifications

Vermont Level II Professional Educator's License  
Elementary Education  
SHIP Counselor

## Professional Experience

Information & Referral Specialist/ SHIP Counselor  
ServiceLink  
Grafton County Senior Citizens Council  
10 Campbell Street  
Lebanon, NH 03766  
June 2015-present

Team Area Manager - Lamoille County  
Capstone Head Start  
20 Gable Place  
Barre, VT 05641  
March 2014- May 2015

Tri-County Head Start  
610 Sullivan St.  
Berlin, NH 03570

July 2004- March 2014 - Assistant Director/ Education Services Manager  
Jan. 2003-July 2004 - Education Service Manager/Area Coordinator  
July 2002- Dec. 2002 - Community Partnerships Service Manager/  
Area Coordinator

First Grade Teacher, 2001-2002  
Mary Hogan School  
Middlebury, VT 2001-2002  
Kindergarten/Preschool Teacher, 1997-2001  
Bridport Central School  
Bridport, VT

Director/Lead Teacher 1992-1997  
Shoreham Elementary School  
Shoreham, VT

Kindergarten Teacher 1981-1986  
Salisbury Elementary School  
Salisbury, VT

First Grade Teacher, 1977-1980  
Groveton Elementary School  
Groveton, NH

## References

Alison Morgan, ServiceLink Resource Center Manager/Director  
207 Kinsman Ridge Road  
Easton, NH 03580  
Home Phone: 603-823-7188  
Cell phone: 603-616-4188

Lisa Couture  
Disabilities Services Manager  
Tri-County Head Start  
610 Sullivan Street  
Berlin, NH 03570  
Home Phone: 603-752-3832  
Cell phone: 603-723-1554

Kathy Reynolds  
Addison Central Supervisory Union  
Early Essential Education Specialist  
201 Mary Hogan Drive  
Middlebury, VT 05753  
Work Phone: 802-382-1716

## **Tammy Hines**

**Objective:** To Obtain a secure position with a company where I can utilize my work experience and abilities.

### **Summary of Qualifications**

Excellent customer service skills  
Proven Leadership abilities  
Accurate and detail orientated  
Quick learner, organized and dependable

#### **Information and Referral Specialist      01/12 to present** **ServiceLink, Littleton NH**

Counseling clients and giving appropriate referrals for services needed.  
Medicare and Medigap counseling. Outreach and demonstration of Assistive Technology equipment.  
Certification for AIRS and State Health Insurance Counseling.

#### **Team Leader/ Billing Specialist      5/98 to 10/11** **Garnet Hill Inc, Franconia NH**

Duties included: Training employees and implementing new procedures.  
Follow up finesse sessions. Order maintenance. Billing Specialist. Process International orders. Approval and creation of Designer Applications.

#### **Boxing Set up/ Material Handler      10/93 to 5/98** **Framatone Connectors, Littleton NH**

Operation of computer generated label management system. Set up and operation of color code machines. Boxing various electrical components to blueprint specifications. Training and set up of computerized engraver.  
Safety action committee.

**Computer/ Customer Service Manager**  
**Hilson Home Center, Keene NH**

**5/89 to 7/93**

Inventory Control. Coordination of yearly inventory. Daily processing of sales and various reports. Computer maintenance, cashier supervisor. Cash reconciliation and deposits. Maintained employee fund.

**Assistant Manager**  
**The Toy Works, Keene NH**

**4/88-5/89**

Opened and closed the store, cash reconciliation, Bank deposits, sales reports. Supervision of store personnel. Customer service. Unloading trucks, stocking shelves and merchandising.

**Inspector, CNC Machinist**  
**MPB Corporation, Keene, NH**

**4/85-4/88**

Set up and operation of Tsugami CNC's with Fanuc controls. Maintained tolerances to print. Use of various gages, calipers, micrometers and microscopic inspection of products.

**Education:** Keene High School. General studies. Keene NH



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen Ryan  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9546 1-800-852-3345 Ext. 9546  
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
<b>TOTAL:</b>			<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a sing point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No. Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.



Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

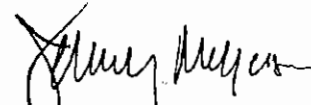
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59

545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	\$96,724.05

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	\$67,892.85

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	\$162,756.84

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	\$99,979.19

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	\$108,814.56

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	\$133,925.61

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	\$195,773.21

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	\$64,172.69

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
 (86% Federal Funds; 14% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$27,000.00</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		<b>Subtotal</b>	<b>\$33,500.00</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$42,000.00</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		<b>Subtotal</b>	<b>\$20,250.00</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		<b>Subtotal</b>	<b>\$40,500.00</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		<b>Subtotal</b>	<b>\$33,750.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		<b>Subtotal</b>	<b>\$10,245.00</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**



Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-05)

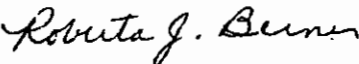
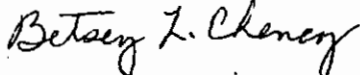
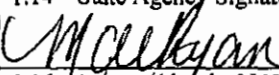
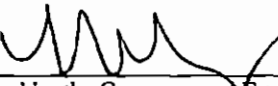
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County Senior Citizens Council, Inc.		1.4 Contractor Address 10 Campbell Street, PO Box 433 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-4897	1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$617,406.03
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roberta J. Berner, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>November 4<sup>th</sup>, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">                       [Seal]                 </div> <div style="width: 55%; text-align: right;"> <b>BETSEY L. CHENEY</b>                      NOTARY PUBLIC                      STATE OF NEW HAMPSHIRE                      My commission expires June 19, 2018                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>Betsey L. Cheney</u> </div> <div style="width: 55%; text-align: right;"> <b>BETSEY L. CHENEY</b>                      NOTARY PUBLIC                      STATE OF NEW HAMPSHIRE                      My commission expires June 19, 2018                 </div> </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>11/18/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/29/14</u> Megan A. Cole - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:





Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
- 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
- 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
- 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
- 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
- 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
- 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
- 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.

2.2. Required Services

- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
  - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
  - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
  - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
  - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
  - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
  - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
  - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
  - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
- 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.

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*11-4-16*



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
  - 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
  - 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
  - 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
  - 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
  - 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
  - 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
  - 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
  - 2.2.4.15. Participate in VAMC program meetings.
  - 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
- 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

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Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include:
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.





Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
  - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
  - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301

**New Hampshire Department of Health and Human Services  
Service Link Resource Centers**



**Exhibit B**

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5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Grafton County Senior Citizens Council, Inc.

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program

(Name of RFP)

Budget Period: State Fiscal Year 2017

Line Item	Total Program Cost			Contractor Billing Method			Project for 2017		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	\$ 131,022.00	\$ 10,575.00	\$ 142,297.00	\$ 13,500.00	-	\$ 13,500.00	\$ 116,192.00	\$ 10,575.00	\$ 126,767.00
2 Employee Benefits	\$ 34,066.00	\$ 2,644.00	\$ 36,710.00	\$ 4,518.00	-	\$ 4,518.00	\$ 29,548.00	\$ 2,644.00	\$ 32,192.00
3 Consultants	\$ -	\$ 16.00	\$ 16.00	\$ -	\$ 16.00	\$ 16.00	\$ -	\$ -	\$ -
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 180.00	\$ 25.00	\$ 205.00	\$ 180.00	\$ 25.00	\$ 205.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 794.00	\$ 134.00	\$ 928.00	\$ 19.00	\$ 134.00	\$ 153.00	\$ 779.00	\$ -	\$ 779.00
Purchase/Depreciation	\$ 1,436.00	\$ 33.00	\$ 1,469.00	\$ -	\$ 33.00	\$ 33.00	\$ 1,436.00	\$ -	\$ 1,436.00
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 363.00	\$ 45.00	\$ 408.00	\$ 363.00	\$ 45.00	\$ 408.00	\$ -	\$ -	\$ -
6 Travel	\$ 5,696.00	\$ 20.00	\$ 5,716.00	\$ 816.00	\$ -	\$ 816.00	\$ 4,876.00	\$ 20.00	\$ 4,896.00
7 Occupancy	\$ 14,570.00	\$ 62.00	\$ 14,632.00	\$ 2,509.00	\$ 62.00	\$ 2,571.00	\$ 12,061.00	\$ -	\$ 12,061.00
8 Capital Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,037.00	\$ 9.00	\$ 1,046.00	\$ 1,037.00	\$ 9.00	\$ 1,046.00	\$ -	\$ -	\$ -
Postage	\$ 473.00	\$ 70.00	\$ 543.00	\$ -	\$ 70.00	\$ 70.00	\$ 444.00	\$ -	\$ 444.00
Subscriptions	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 371.00	\$ 371.00	\$ -	\$ 371.00	\$ 371.00	\$ -	\$ -	\$ -
Insurance	\$ 430.00	\$ 65.00	\$ 495.00	\$ 439.00	\$ 65.00	\$ 504.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communications	\$ 1,500.00	\$ 25.00	\$ 1,525.00	\$ 1,500.00	\$ 25.00	\$ 1,525.00	\$ -	\$ -	\$ -
11 Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
12 Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expense	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Staff Recruitment/Printed Exp	\$ 440.00	\$ 22.00	\$ 462.00	\$ 15.00	\$ 22.00	\$ 37.00	\$ 425.00	\$ -	\$ 425.00
Bank and Other Fees	\$ -	\$ 40.00	\$ 40.00	\$ -	\$ 40.00	\$ 40.00	\$ -	\$ -	\$ -
TOTAL	\$ 185,734.00	\$ 14,376.00	\$ 200,110.00	\$ 24,824.00	\$ 1,137.00	\$ 25,961.00	\$ 148,819.00	\$ 13,238.00	\$ 162,048.00

Indirect As A Percent of Direct

7.4%



New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Senior Citizens Council, Inc  
 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:  
 Budget Request for: New Hampshire Services, Inc Program  
(Name of RFP)  
 Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contracted Support / Fee			Total		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salaries/Wages	\$ 252,514.00	\$ 20,573.00	\$ 273,087.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 286,514.00	\$ 20,573.00	\$ 317,087.00
2 Employment Benefits	\$ 67,436.00	\$ 4,525.00	\$ 71,961.00	\$ 15,403.00	\$ -	\$ 15,403.00	\$ 82,033.00	\$ 4,525.00	\$ 86,558.00
3 Consultants	\$ -	\$ 33.00	\$ 33.00	\$ -	\$ 33.00	\$ 33.00	\$ -	\$ 33.00	\$ 33.00
4 Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 270.00	\$ 91.00	\$ 361.00	\$ 270.00	\$ 91.00	\$ 361.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 331.00	\$ 273.00	\$ 604.00	\$ 31.00	\$ 273.00	\$ 304.00	\$ 300.00	\$ -	\$ 300.00
Purchase/Depreciation	\$ 1,950.00	\$ 67.00	\$ 2,017.00	\$ 1,890.00	\$ 67.00	\$ 1,957.00	\$ -	\$ -	\$ -
5 Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 772.00	\$ 82.00	\$ 854.00	\$ 772.00	\$ 92.00	\$ 864.00	\$ -	\$ -	\$ -
6 Travel	\$ 10,236.00	\$ 88.00	\$ 10,324.00	\$ 1,671.00	\$ -	\$ 1,671.00	\$ 8,584.00	\$ 88.00	\$ 8,672.00
7 Occupancy	\$ 28,434.00	\$ 120.00	\$ 28,554.00	\$ 5,516.00	\$ 120.00	\$ 5,636.00	\$ 22,918.00	\$ -	\$ 22,918.00
8 Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,078.00	\$ 18.00	\$ 2,096.00	\$ 2,078.00	\$ 18.00	\$ 2,096.00	\$ -	\$ -	\$ -
Postage	\$ 747.00	\$ 143.00	\$ 890.00	\$ 59.00	\$ 143.00	\$ 202.00	\$ 688.00	\$ -	\$ 688.00
Subscriptions	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 757.00	\$ 757.00	\$ -	\$ 757.00	\$ 757.00	\$ -	\$ -	\$ -
Insurance	\$ 907.00	\$ 173.00	\$ 1,080.00	\$ 907.00	\$ 173.00	\$ 1,080.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communication	\$ 1,500.00	\$ 51.00	\$ 1,551.00	\$ 1,500.00	\$ 51.00	\$ 1,551.00	\$ -	\$ -	\$ -
11 Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
12 Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specific direct ministry)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expense	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Staff Recruitment/Plasma Exp	\$ 431.00	\$ 45.00	\$ 476.00	\$ 31.00	\$ 45.00	\$ 76.00	\$ 400.00	\$ -	\$ 400.00
Bank and Other Fees	\$ 62.00	\$ -	\$ 62.00	\$ -	\$ 62.00	\$ 62.00	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 368,674.00	\$ 27,848.00	\$ 396,522.00	\$ 48,209.00	\$ 2,881.00	\$ 51,090.00	\$ 322,263.00	\$ 28,537.00	\$ 350,800.00

Indirect As A Percent of Direct: 7.5%      0.000256023      0.078156176

Contractor Initials: *KJB*  
 Date: *11-24-16*

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Senior Citizens Council, Inc.

Improving Access to Information and Services for Individuals and Families Needing Long Term Supportive Services:

Budget Request for: New Hampshire Seniors' Program

(Part of RFP)

Budget Period: State Fiscal Year 2015

Line Item	Total Program Cost			Commodity Items/Items			Project for 2015 (Contract items)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 64,309.00	\$ 5,384.00	\$ 69,702.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 60,300.00	\$ 5,384.00	\$ 65,702.00
2. Employee Benefits	\$ 17,198.00	\$ 1,856.00	\$ 19,052.00	\$ 3,028.00	\$ -	\$ 3,028.00	\$ 13,260.00	\$ 1,856.00	\$ 15,124.00
3. Consultants	\$ -	\$ 8.00	\$ 8.00	\$ -	\$ 8.00	\$ 8.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair	\$ 87.00	\$ 13.00	\$ 100.00	\$ 87.00	\$ 13.00	\$ 100.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 333.00	\$ 70.00	\$ 403.00	\$ 8.00	\$ 70.00	\$ 78.00	\$ 325.00	\$ -	\$ 325.00
Purchase/Depreciation	\$ 422.00	\$ 17.00	\$ 509.00	\$ 492.00	\$ 17.00	\$ 509.00	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 184.00	\$ 23.00	\$ 207.00	\$ 184.00	\$ 23.00	\$ 207.00	\$ -	\$ -	\$ -
6. Travel	\$ 1,553.00	\$ 22.00	\$ 1,572.00	\$ 428.00	\$ -	\$ 428.00	\$ 1,124.00	\$ 22.00	\$ 1,146.00
7. Occupancy	\$ 6,779.00	\$ 32.00	\$ 6,811.00	\$ 1,655.00	\$ 32.00	\$ 1,687.00	\$ 5,124.00	\$ -	\$ 5,124.00
8. Contract Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 521.00	\$ 5.00	\$ 526.00	\$ 521.00	\$ 5.00	\$ 526.00	\$ -	\$ -	\$ -
Postage	\$ 187.00	\$ 36.00	\$ 222.99	\$ 15.00	\$ 36.00	\$ 50.99	\$ 172.00	\$ -	\$ 172.00
Subscriptions	\$ -	\$ 140.00	\$ 140.00	\$ -	\$ 140.00	\$ 140.00	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 193.00	\$ 193.00	\$ -	\$ 193.00	\$ 193.00	\$ -	\$ -	\$ -
Insurance	\$ 46.00	\$ 44.00	\$ 90.00	\$ 46.00	\$ 44.00	\$ 90.00	\$ -	\$ -	\$ -
Rent Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 125.00	\$ 13.00	\$ 138.00	\$ 375.00	\$ 13.00	\$ 388.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expenses	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ -	\$ -	\$ 87.00	\$ -	\$ 87.00
Staff Recruitment/Recruit Exp	\$ 100.00	\$ 11.00	\$ 111.00	\$ 6.00	\$ 11.00	\$ 17.00	\$ 94.00	\$ -	\$ 100.00
Bank and Other Fees	\$ -	\$ 21.00	\$ 21.00	\$ -	\$ 21.00	\$ 21.00	\$ -	\$ -	\$ -
TOTAL	\$ 87,368.00	\$ 7,896.00	\$ 100,266.00	\$ 11,738.00	\$ 828.00	\$ 12,566.00	\$ 80,833.00	\$ 7,275.00	\$ 87,994.00

Indirect As A Percent of Direct

6.6%

0.053344202

0.0601864

Contractor Initials: *RJB*  
 Date: *11-14-14*



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

Grafton County  
Senior Citizens Council, Inc.

11-4-2016

Date

Name: Roberta J. Bern  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

*Grafton County  
Senior Citizens Council, Inc.*

11-4-2016  
Date

Name: *Roberta J. Benson*  
Title: *Executive Director*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Grafton County  
Senior Citizens Council, Inc.  
Name: Roberta J. Burns  
Title: Executive Director

11-4-2016  
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*RQB*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

*Grafton County  
Senior Citizens Council, Inc.*

11-4-2016  
Date

Name: *Roberta J. Bernier*  
Title: *Executive Director*

Exhibit G

Contractor Initials *RJB*

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Service Link Resource Center Contract

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Partnership for Public Health, Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 67 Water Street, Suite 105, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$337,797.77 to read:  
\$1,170,924.42.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - a. A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
    - i. NH Family Caregiver Program
    - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
  - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:





NH Department of Health & Human Services  
Service Link Resource Center

- i. Parish Nurse
- ii. SS Administration
- iii. Low income housing sites and senior centers

1. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:

Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.

- 6. Delete Exhibit B-2, Belknap and Carroll Counties Budgets, in their entirety and replace with Exhibit B-2, Belknap and Carroll Counties Budgets – Amendment #1.
- 7. Delete Exhibit B-3, Belknap and Carroll Counties Budget, in their entirety and replace with Exhibit B-3, Belknap and Carroll Counties Budgets – Amendment #1.
- 8. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/5/18  
Date

Christine Tappan  
Associate Commissioner

Lakes Region Partnership for Public Health, Inc.

5/29/2018  
Date

NAME  
TITLE Executive Director

Acknowledgement:

State of NH, County of Belknap on May 29, 2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Lakes Region Partnership for Public Health, Inc.  
RFP-2017-OHS-01-SERV1-06





**NH Department of Health & Human Services  
Service Link Resource Center**

Name and Title of Notary or Justice of the Peace

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/7/16

Name: Megan A. Lyopka  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-2 Amendment #1  
Belknap County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP COUNTY SERVICELINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire Servicalink Program  
(Name of RFP)

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 185,677.63	\$ 30,996.00	\$ 216,673.63	\$ 28,273.00	\$ 5,268.00	\$ 33,541.00	\$ 157,404.63	\$ 25,728.00	\$ 183,132.63
2. Employee Benefits	\$ 39,352.55	\$ 4,729.00	\$ 44,081.55	\$ 8,314.00	\$ 753.00	\$ 9,067.00	\$ 33,938.55	\$ 3,976.00	\$ 37,914.55
3. Consultants	\$ 3,680.00	\$ -	\$ 3,680.00	\$ 3,680.00	\$ -	\$ 3,680.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,835.85	\$ -	\$ 1,835.85	\$ 307.00	\$ -	\$ 307.00	\$ 1,328.85	\$ -	\$ 1,328.85
Repair and Maintenance	\$ 1,626.87	\$ -	\$ 1,626.87	\$ 331.00	\$ -	\$ 331.00	\$ 1,295.87	\$ -	\$ 1,295.87
Purchase/Depreciation	\$ 330.00	\$ -	\$ 330.00	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,303.36	\$ -	\$ 4,303.36	\$ 415.00	\$ -	\$ 415.00	\$ 3,888.36	\$ -	\$ 3,888.36
6. Travel	\$ 5,307.23	\$ -	\$ 5,307.23	\$ 1,060.00	\$ -	\$ 1,060.00	\$ 4,247.23	\$ -	\$ 4,247.23
7. Occupancy	\$ 23,647.35	\$ -	\$ 23,647.35	\$ 10,010.00	\$ -	\$ 10,010.00	\$ 13,637.35	\$ -	\$ 13,637.35
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,164.62	\$ -	\$ 3,164.62	\$ 292.00	\$ -	\$ 292.00	\$ 2,872.62	\$ -	\$ 2,872.62
Postage	\$ 898.06	\$ -	\$ 898.06	\$ 142.00	\$ -	\$ 142.00	\$ 756.06	\$ -	\$ 756.06
Subscriptions	\$ 206.20	\$ -	\$ 206.20	\$ 56.00	\$ -	\$ 56.00	\$ 150.20	\$ -	\$ 150.20
Audit and Legal	\$ 2,987.21	\$ -	\$ 2,987.21	\$ 427.00	\$ -	\$ 427.00	\$ 2,560.21	\$ -	\$ 2,560.21
Insurance	\$ 2,856.47	\$ -	\$ 2,856.47	\$ 560.00	\$ -	\$ 560.00	\$ 2,276.47	\$ -	\$ 2,276.47
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 271.00	\$ -	\$ 271.00	\$ 33.00	\$ -	\$ 33.00	\$ 238.00	\$ -	\$ 238.00
10. Marketing/Communications	\$ 11,632.78	\$ -	\$ 11,632.78	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 7,232.78	\$ -	\$ 7,232.78
11. Staff Education and Training	\$ 368.40	\$ -	\$ 368.40	\$ -	\$ -	\$ -	\$ 368.40	\$ -	\$ 368.40
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 1,514.40	\$ -	\$ 1,514.40	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 164.40	\$ -	\$ 164.40
Community education training	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 292,159.98</b>	<b>\$ 35,725.00</b>	<b>\$ 327,884.98</b>	<b>\$ 60,700.00</b>	<b>\$ 6,021.00</b>	<b>\$ 66,721.00</b>	<b>\$ 231,459.98</b>	<b>\$ 29,704.00</b>	<b>\$ 261,163.98</b>

Indirect As A Percent of Direct

12.2%

Contractor Initials: *[Signature]*

Date: *5/23/2018*

**Exhibit B-3 Amendment #1  
Belknap County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP COUNTY SERVICELINK RESOURCE CENTER

**Budget Request for:** Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

**Budget Request for:** New Hampshire ServiceLink Program  
*(Name of RFP)*

**Budget Period:** State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 189,471.00	\$ 32,387.00	\$ 221,858.00	\$ 28,692.00	\$ 5,344.00	\$ 34,036.00	\$ 160,779.00	\$ 27,043.00	\$ 187,822.00
2. Employee Benefits	\$ 34,547.00	\$ 5,052.00	\$ 39,599.00	\$ 6,504.00	\$ 776.00	\$ 7,280.00	\$ 28,043.00	\$ 4,276.00	\$ 32,319.00
3. Consultants	\$ 3,680.00	\$ -	\$ 3,680.00	\$ 3,680.00	\$ -	\$ 3,680.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 913.00	\$ -	\$ 913.00	\$ 308.00	\$ -	\$ 308.00	\$ 605.00	\$ -	\$ 605.00
Repair and Maintenance	\$ 1,521.00	\$ -	\$ 1,521.00	\$ 332.00	\$ -	\$ 332.00	\$ 1,189.00	\$ -	\$ 1,189.00
Purchase/Depreciation	\$ 540.00	\$ -	\$ 540.00	\$ 332.00	\$ -	\$ 332.00	\$ 208.00	\$ -	\$ 208.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,106.00	\$ -	\$ 2,106.00	\$ 404.00	\$ -	\$ 404.00	\$ 1,702.00	\$ -	\$ 1,702.00
6. Travel	\$ 6,035.00	\$ -	\$ 6,035.00	\$ 1,060.00	\$ -	\$ 1,060.00	\$ 4,975.00	\$ -	\$ 4,975.00
7. Occupancy	\$ 25,040.00	\$ -	\$ 25,040.00	\$ 10,312.00	\$ -	\$ 10,312.00	\$ 14,728.00	\$ -	\$ 14,728.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,713.00	\$ -	\$ 1,713.00	\$ 292.00	\$ -	\$ 292.00	\$ 1,421.00	\$ -	\$ 1,421.00
Postage	\$ 512.00	\$ -	\$ 512.00	\$ 144.00	\$ -	\$ 144.00	\$ 368.00	\$ -	\$ 368.00
Subscriptions	\$ 366.00	\$ -	\$ 366.00	\$ 56.00	\$ -	\$ 56.00	\$ 310.00	\$ -	\$ 310.00
Audit and Legal	\$ 2,663.00	\$ -	\$ 2,663.00	\$ 428.00	\$ -	\$ 428.00	\$ 2,235.00	\$ -	\$ 2,235.00
Insurance	\$ 2,348.00	\$ -	\$ 2,348.00	\$ 580.00	\$ -	\$ 580.00	\$ 1,768.00	\$ -	\$ 1,768.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 376.00	\$ -	\$ 376.00	\$ 32.00	\$ -	\$ 32.00	\$ 344.00	\$ -	\$ 344.00
10. Marketing/Communications	\$ 6,228.00	\$ -	\$ 6,228.00	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 1,828.00	\$ -	\$ 1,828.00
11. Staff Education and Training	\$ 351.00	\$ -	\$ 351.00	\$ -	\$ -	\$ -	\$ 351.00	\$ -	\$ 351.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 1,532.00	\$ -	\$ 1,532.00	\$ 1,352.00	\$ -	\$ 1,352.00	\$ 180.00	\$ -	\$ 180.00
Community education training	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 282,642.00</b>	<b>\$ 37,439.00</b>	<b>\$ 320,081.00</b>	<b>\$ 61,608.00</b>	<b>\$ 6,120.00</b>	<b>\$ 67,728.00</b>	<b>\$ 221,034.00</b>	<b>\$ 31,310.00</b>	<b>\$ 252,363.00</b>

Indirect As A Percent of Direct

13.2%

Contractor Initials: *XC*  
Date: *5/29/2018*

**Exhibit B-2 Amendment #1  
Carroll County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICELINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

**Budget Request for:** New Hampshire ServiceLink Program  
(Name of RFP)

**Budget Period:** State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 146,958.29	\$ 24,620.00	\$ 171,578.29	\$ 24,701.00	\$ 4,602.00	\$ 29,303.00	\$ 122,257.29	\$ 20,018.00	\$ 142,275.29
2. Employee Benefits	\$ 31,191.20	\$ 3,744.00	\$ 34,935.20	\$ 5,436.00	\$ 650.00	\$ 6,086.00	\$ 25,755.20	\$ 3,094.00	\$ 28,849.20
3. Consultants	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,288.70	\$ -	\$ 1,288.70	\$ 272.00	\$ -	\$ 272.00	\$ 1,016.70	\$ -	\$ 1,016.70
Repair and Maintenance	\$ 1,288.66	\$ -	\$ 1,288.66	\$ 293.00	\$ -	\$ 293.00	\$ 995.66	\$ -	\$ 995.66
Purchase/Depreciation	\$ 293.00	\$ -	\$ 293.00	\$ 293.00	\$ -	\$ 293.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,435.53	\$ -	\$ 3,435.53	\$ 367.00	\$ -	\$ 367.00	\$ 3,068.53	\$ -	\$ 3,068.53
6. Travel	\$ 6,857.39	\$ -	\$ 6,857.39	\$ 940.00	\$ -	\$ 940.00	\$ 5,917.39	\$ -	\$ 5,917.39
7. Occupancy	\$ 16,981.81	\$ -	\$ 16,981.81	\$ 3,297.00	\$ -	\$ 3,297.00	\$ 13,684.81	\$ -	\$ 13,684.81
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,613.38	\$ -	\$ 3,613.38	\$ 259.00	\$ -	\$ 259.00	\$ 3,354.38	\$ -	\$ 3,354.38
Postage	\$ 709.47	\$ -	\$ 709.47	\$ 126.00	\$ -	\$ 126.00	\$ 583.47	\$ -	\$ 583.47
Subscriptions	\$ 159.72	\$ -	\$ 159.72	\$ 50.00	\$ -	\$ 50.00	\$ 109.72	\$ -	\$ 109.72
Audit and Legal	\$ 2,414.79	\$ -	\$ 2,414.79	\$ 379.00	\$ -	\$ 379.00	\$ 2,035.79	\$ -	\$ 2,035.79
Insurance	\$ 2,290.53	\$ -	\$ 2,290.53	\$ 514.00	\$ -	\$ 514.00	\$ 1,776.53	\$ -	\$ 1,776.53
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 214.00	\$ -	\$ 214.00	\$ 29.00	\$ -	\$ 29.00	\$ 185.00	\$ -	\$ 185.00
10. Marketing/Communications	\$ 10,686.66	\$ -	\$ 10,686.66	\$ 4,369.00	\$ -	\$ 4,369.00	\$ 6,317.66	\$ -	\$ 6,317.66
11. Staff Education and Training	\$ 287.20	\$ -	\$ 287.20	\$ -	\$ -	\$ -	\$ 287.20	\$ -	\$ 287.20
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 574.69	\$ -	\$ 574.69	\$ 450.00	\$ -	\$ 450.00	\$ 124.69	\$ -	\$ 124.69
Community education training	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 232,745.02</b>	<b>\$ 28,364.00</b>	<b>\$ 261,109.02</b>	<b>\$ 45,275.00</b>	<b>\$ 5,252.00</b>	<b>\$ 50,527.00</b>	<b>\$ 167,470.02</b>	<b>\$ 23,112.00</b>	<b>\$ 190,582.02</b>

Indirect As A Percent of Direct

12.2%

Contractor initials: *KC*  
Date: *5/23/2018*

B-2 Amendment #1 Carroll County

**Exhibit B-3 Amendment #1  
Carroll County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICELINK RESOURCE CENTER

**Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:**

**Budget Request for:** New Hampshire ServiceLink Program  
(Name of RFP)

**Budget Period:** State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 154,759.00	\$ 26,480.00	\$ 181,239.00	\$ 24,700.00	\$ 4,604.00	\$ 29,304.00	\$ 130,059.00	\$ 21,876.00	\$ 151,935.00
2. Employee Benefits	\$ 24,711.00	\$ 4,107.00	\$ 28,818.00	\$ 5,436.00	\$ 648.00	\$ 6,084.00	\$ 19,275.00	\$ 3,459.00	\$ 22,734.00
3. Consultants	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 761.00	\$ -	\$ 761.00	\$ 272.00	\$ -	\$ 272.00	\$ 489.00	\$ -	\$ 489.00
Repair and Maintenance	\$ 1,253.00	\$ -	\$ 1,253.00	\$ 292.00	\$ -	\$ 292.00	\$ 961.00	\$ -	\$ 961.00
Purchase/Depreciation	\$ 461.00	\$ -	\$ 461.00	\$ 292.00	\$ -	\$ 292.00	\$ 169.00	\$ -	\$ 169.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,749.00	\$ -	\$ 1,749.00	\$ 372.00	\$ -	\$ 372.00	\$ 1,377.00	\$ -	\$ 1,377.00
6. Travel	\$ 4,955.00	\$ -	\$ 4,955.00	\$ 940.00	\$ -	\$ 940.00	\$ 4,025.00	\$ -	\$ 4,025.00
7. Occupancy	\$ 15,210.00	\$ -	\$ 15,210.00	\$ 3,296.00	\$ -	\$ 3,296.00	\$ 11,914.00	\$ -	\$ 11,914.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,409.00	\$ -	\$ 1,409.00	\$ 260.00	\$ -	\$ 260.00	\$ 1,149.00	\$ -	\$ 1,149.00
Postage	\$ 426.00	\$ -	\$ 426.00	\$ 128.00	\$ -	\$ 128.00	\$ 298.00	\$ -	\$ 298.00
Subscriptions	\$ 299.00	\$ -	\$ 299.00	\$ 48.00	\$ -	\$ 48.00	\$ 251.00	\$ -	\$ 251.00
Audit and Legal	\$ 2,188.00	\$ -	\$ 2,188.00	\$ 380.00	\$ -	\$ 380.00	\$ 1,808.00	\$ -	\$ 1,808.00
Insurance	\$ 1,942.00	\$ -	\$ 1,942.00	\$ 512.00	\$ -	\$ 512.00	\$ 1,430.00	\$ -	\$ 1,430.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 306.00	\$ -	\$ 306.00	\$ 28.00	\$ -	\$ 28.00	\$ 278.00	\$ -	\$ 278.00
10. Marketing/Communications	\$ 5,847.00	\$ -	\$ 5,847.00	\$ 4,368.00	\$ -	\$ 4,368.00	\$ 1,479.00	\$ -	\$ 1,479.00
11. Staff Education and Training	\$ 284.00	\$ -	\$ 284.00	\$ -	\$ -	\$ -	\$ 284.00	\$ -	\$ 284.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 593.00	\$ -	\$ 593.00	\$ 448.00	\$ -	\$ 448.00	\$ 145.00	\$ -	\$ 145.00
Community education training	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 220,663.00</b>	<b>\$ 30,587.00</b>	<b>\$ 251,250.00</b>	<b>\$ 45,272.00</b>	<b>\$ 5,252.00</b>	<b>\$ 50,524.00</b>	<b>\$ 175,391.00</b>	<b>\$ 25,335.00</b>	<b>\$ 200,726.00</b>

Indirect As A Percent of Direct 13.9%

Contractor Initials: *[Signature]*  
Date: 5/23/2018



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or



consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

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5/29/2018





use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department



confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in



accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

## VI. PERSONS TO CONTACT

- A. DHHS contact program and policy:  
(Insert Office or Program Name)  
(Insert Title)  
DHHS-Contracts@dhhs.nh.gov
- B. DHHS contact for Data Management or Data Exchange issues:  
DHHSInformationSecurityOffice@dhhs.nh.gov
- C. DHHS contacts for Privacy issues:  
DHHSPrivacyOfficer@dhhs.nh.gov
- D. DHHS contact for Information Security issues:  
DHHSInformationSecurityOffice@dhhs.nh.gov
- E. DHHS contact for Breach notifications:  
DHHSInformationSecurityOffice@dhhs.nh.gov  
DHHSPrivacy.Officer@dhhs.nh.gov

*K*

*5/29/2018*

# State of New Hampshire

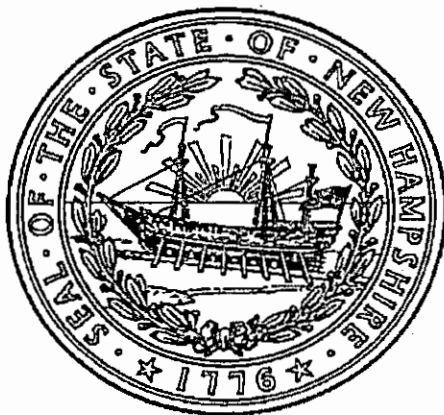
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 534847

Certificate Number: 0004102124



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, Alida Millham, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of - Lakes Region Partnership for Public Health  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 24, 2018, and amended May 29, 2018:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29<sup>th</sup> day of May, 2018.  
(Date Amendment Signed)

4. Shelley Carita is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Alida Millham, President  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2018.

By Alida Millham, President  
(Name of Elected Officer of Agency)

(NOTARY SEAL)



Commission Expires: Jan 13, 2021

[Signature]  
(Notary Public/Justice of the Peace)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (603)293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.net	<b>FAX (A/C, No):</b> (603)293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lakes Region Partnership for Public Health, Inc., DBA: Partnership for Public Health 67 Water Street, Suite 105 Laconia NH 03246	<b>INSURER A:</b> Great American Ins Group	<b>NAIC #</b>
	<b>INSURER B:</b> Twin City Fire Insurance Co	29459
	<b>INSURER C:</b> United States Fire Insurance Co.	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2018 Certificate      **REVISION NUMBER:**

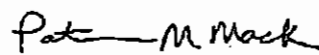
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAC3793453-12	03/10/2018	03/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability- \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CAP1898681-08	03/10/2018	03/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			UMB3793454-13	03/10/2018	03/10/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	04WECRJ0009	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident /Health			US566234	03/10/2018	03/10/2019	Medical payments 25,000

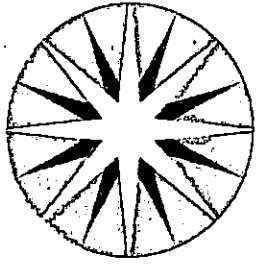
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

NH DHHS 129 Pleasant Street  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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# PARTNERSHIP FOR PUBLIC HEALTH

## *Mission Statement*

To improve the health and well being of the region  
through inter-organizational collaboration and  
community and public health improvement activities.



**Lakes Region Partnership for Public Health, Inc.  
D/B/A Partnership for Public Health**

**Financial Statements**

**June 30, 2017 and 2016**

**and**

**Independent Auditor's Report**

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
FINANCIAL STATEMENTS  
June 30, 2017 and 2016**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
Lakes Region Partnership for Public Health, Inc.  
d/b/a Partnership for Public Health

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not to expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Partnership for Public Health, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 11 and 12 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Vachon Clukey & Company PC*

Manchester, New Hampshire  
October 26, 2017

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
STATEMENTS OF FINANCIAL POSITION  
June 30, 2017 and 2016

ASSETS	<u>2017</u>	<u>2016</u>
<b>CURRENT ASSETS:</b>		
Cash	\$2,929,060	\$ 370,922
Investments	-	10,031
Contracts receivable	128,170	222,295
Prepaid expenses	<u>19,039</u>	<u>15,045</u>
<b>TOTAL CURRENT ASSETS</b>	<u>3,076,269</u>	<u>618,293</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
Office equipment	<u>-</u>	<u>15,470</u>
	19,071	34,541
Less accumulated depreciation	<u>(17,076)</u>	<u>(26,343)</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>1,995</u>	<u>8,198</u>
<b>OTHER NONCURRENT ASSETS:</b>		
Investment in LLC	974	1,000
Deposit	<u>3,486</u>	<u>3,486</u>
<b>TOTAL OTHER NONCURRENT ASSETS</b>	<u>4,460</u>	<u>4,486</u>
<b>TOTAL ASSETS</b>	<u>\$3,082,724</u>	<u>\$ 630,977</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 28,387	\$ 127,164
Accrued payroll	40,092	28,247
Accrued compensated absences	28,957	23,144
Accrued other expenses	69,735	20,952
Deferred contract revenue	2,593,447	125,769
Fiduciary funds	<u>10,212</u>	<u>13,740</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>2,770,830</u>	<u>339,016</u>
<b>TOTAL LIABILITIES</b>	<u>2,770,830</u>	<u>339,016</u>
<b>NET ASSETS:</b>		
Temporarily restricted	23,362	13,550
Unrestricted	<u>288,532</u>	<u>278,411</u>
<b>TOTAL NET ASSETS</b>	<u>311,894</u>	<u>291,961</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$3,082,724</u>	<u>\$ 630,977</u>

See notes to financial statements



**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.**  
**D/B/A PARTNERSHIP FOR PUBLIC HEALTH**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS:</b>		
<b>SUPPORT AND REVENUE</b>		
Contributions	\$ 2,557	\$ 4,650
In-kind support	49,885	54,094
Federal funds	742,598	1,543,603
State funds	363,412	188,178
Private grants and awards	151,590	102,163
Special events	2,160	1,764
Agent fees	162,898	165,295
Miscellaneous income	3,789	2,484
Interest income	2,439	303
<b>TOTAL UNRESTRICTED SUPPORT AND REVENUE</b>	<u>1,481,328</u>	<u>2,062,534</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS:</b>		
Satisfaction of donor restrictions	<u>5,995</u>	<u>2,051</u>
<b>TOTAL NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>5,995</u>	<u>2,051</u>
<b>TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT</b>	<u>1,487,323</u>	<u>2,064,585</u>
<b>EXPENSES:</b>		
Program services	1,302,034	1,794,219
Management and general	174,814	216,093
Fundraising and development	354	402
<b>TOTAL EXPENSES</b>	<u>1,477,202</u>	<u>2,010,714</u>
<b>TOTAL INCREASE IN UNRESTRICTED NET ASSETS</b>	<u>10,121</u>	<u>53,871</u>
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:</b>		
Contributions	15,807	6,554
Net assets released from restrictions	<u>(5,995)</u>	<u>(2,051)</u>
<b>INCREASE IN TEMPORARILY RESTRICTED NET ASSETS</b>	<u>9,812</u>	<u>4,503</u>
<b>CHANGE IN NET ASSETS</b>	19,933	58,374
<b>NET ASSETS, JULY 1</b>	<u>291,961</u>	<u>233,587</u>
<b>NET ASSETS, JUNE 30</b>	<u>\$ 311,894</u>	<u>\$ 291,961</u>

*See notes to financial statements*

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.**  
**D/B/A PARTNERSHIP FOR PUBLIC HEALTH**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in net assets	\$ 19,933	\$ 58,374
Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided by Operating Activities:		
Depreciation	2,853	3,006
Loss on disposal of property and equipment	3,350	-
Change in assets and liabilities:		
Accounts receivable	94,125	188,980
Prepaid expenses	(3,994)	2,255
Deposit	-	(250)
Accounts payable	(98,777)	(94,858)
Accrued liabilities	66,441	16,906
Deferred contract revenue	2,467,678	5,790
Fiduciary passthrough	(3,528)	(12,305)
Net Cash Provided by Operating Activities	<u>2,548,081</u>	<u>167,898</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Sale of investments	10,031	20,002.00
Purchase (sale) of investments	<u>26</u>	<u>(1,000)</u>
Net Cash Provided by Investing Activities	<u>10,057</u>	<u>19,002</u>
Net increase in cash	2,558,138	186,900
Cash, beginning of year	<u>370,922</u>	<u>184,022</u>
Cash, ending of year	<u>\$ 2,929,060</u>	<u>\$ 370,922</u>
<b>Supplemental Disclosures:</b>		
In-kind donations received	\$ 49,885	\$ 54,094
In-kind expenses	<u>(49,885)</u>	<u>(54,094)</u>
	<u>\$ -</u>	<u>\$ -</u>

*See notes to financial statements*

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
NOTES TO FINANCIAL STATEMENTS  
For the Years Ended June 30, 2017 and 2016**

**NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Organization and Purpose***

Lakes Region Partnership for Public Health, Inc. (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

***Accounting Policies***

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to Not-for-Profit entities. The following is a summary of significant accounting policies.

***Basis of Presentation***

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Entity 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, based upon the existence or absence of donor-imposed restrictions.

***Basis of Accounting***

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

***Contributions***

The Entity accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

***Recognition of Donor Restrictions***

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

***Cash and Cash Equivalents***

For the purpose of the statement of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

***Investments***

Investments, which consist principally of certificates of deposit, are carried at their market value at June 30, 2016.

***Property and Equipment***

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Leasehold improvements	10-15
Furniture and equipment	5-15
Office equipment	5-10

Depreciation expense was \$2,853 and \$3,006 for the years ended June 30, 2017 and 2016, respectively.

***Compensated Absences***

Employees of the Entity working full-time and part-time employees working at least 20 hours per week are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly.

***Donated Services, Materials and Facilities***

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 10.

***Functional Allocation of Expenses***

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statement of functional expenses

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

among the programs and supporting services based on percentage allocations determined by the Entity's management.

***Bad Debts***

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2017 and 2016, because management of the Entity believes that all outstanding receivables are fully collectible.

***Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

***Income Taxes***

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Entity is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity does not have any material unrecognized tax benefits.

***Fair Value of Financial Instruments***

Cash and equivalents, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

**NOTE 2--CONCENTRATION OF CREDIT RISK**

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. The balances in excess of federally insured limits for the Entity were \$134,289 and \$53,871 at June 30, 2017 and 2016, respectively.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

**NOTE 3--INVESTMENT IN LLC**

In January 2016, the Entity became a member of a newly-established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

**NOTE 4--DEFERRED CONTRACT REVENUE**

Deferred contract revenue of \$2,593,313 and \$125,769 as of June 30, 2017 and 2016, respectively, represents unearned grant revenue on contracts from various funding agencies.

**NOTE 5--LINE OF CREDIT**

The Entity has a \$125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 6.25% at June 30, 2017, and 3.50% at June 30, 2016. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2017 and 2016, the balance of the line of credit was \$0.

**NOTE 6--TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Family Caregivers Network	\$ 2,670	\$ 2,495
Volunteer CERT	932	135
N4A	1,006	1,006
CERT	18,272	9,680
Other	482	234
	<u>\$ 23,362</u>	<u>\$ 13,550</u>

**NOTE 7--CONCENTRATION OF REVENUE RISK**

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2017 and 2016, the Entity recognized revenue of \$1,106,010 (74.5%) and \$1,731,781 (84.0%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the year ended June 30, 2017, the Entity received \$2.8 million in capacity building funds on a five-year, \$12.8 million governmental contract to enhance behavioral health integration in the region. Most of this contract revenue will be recognized in the next five years. Other support originates from other program services, contributions, in-kind donations, and other income.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
D/B/A PARTNERSHIP FOR PUBLIC HEALTH  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2017 and 2016**

**NOTE 8--LEASE COMMITMENTS**

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of \$1,533 through December 2015, \$1,578 through March 2017, and \$1,134 thereafter. Lease expense for the years ended June 30, 2017 and June 30, 2016 was \$17,603 and \$18,711, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of \$2,030 through August 31, 2016, \$2,051 through August 31, 2017, and \$2,089 thereafter. The second lease for additional office space was entered into on June 1, 2015 for a 3-year term. Monthly lease payments are \$737 through May 31, 2016, \$744 through May 31, 2017, and \$762 thereafter. Lease expense for the years ended June 30, 2017 and June 30, 2016 for these two leases was \$36,007 and \$35,662, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended June 30,	Annual Lease Commitments
2018	\$ 49,270
2019	6,802

**NOTE 9--DONATED SERVICES, MATERIALS AND FACILITIES**

The Entity receives various donated services. For the years ended June 30, 2017 and 2016, there has been \$49,885 and \$54,094, respectively, of donated services recognized as revenue. The following amounts of donated services have been included as functional expenses in these financial statements:

	<u>2017</u>	<u>2016</u>
Supplies	\$ 9,920	\$ 11,270
Contract Services	11,482	6,853
Occupancy	5,520	6,000
Travel and Meetings	3,575	7,200
Operations	10,950	10,950
Contract and grant subcontractors	8,438	11,821
	<u>\$ 49,885</u>	<u>\$ 54,094</u>

**NOTE 10--CONTINGENCIES**

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

**NOTE 11--SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 26, 2017 which is the date that the financial statements were available to be issued.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.**  
**D/B/A PARTNERSHIP FOR PUBLIC HEALTH**  
**SCHEDULE OF FUNCTIONAL EXPENSES**  
For the Year Ended June 30, 2017

		<u>Supporting Services</u>			
	<u>Program</u>	Management		Total	Total
	<u>Services</u>	and	<u>Fundraising</u>	<u>Supporting</u>	<u>Expenses</u>
		<u>General</u>		<u>Services</u>	
<b>SALARIES AND RELATED EXPENSES:</b>					
Salaries	\$ 715,722	\$ 128,854		\$ 128,854	\$ 844,576
Employee benefits	86,850	4,849		4,849	91,699
Payroll taxes	56,597	9,345		9,345	65,942
	<u>859,169</u>	<u>143,048</u>	<u>\$ -</u>	<u>143,048</u>	<u>1,002,217</u>
<b>OTHER EXPENSES:</b>					
Contract services	53,157	15,075		15,075	68,232
Contract and grant subcontractors	146,871			-	146,871
Discretionary funds	18,847			-	18,847
Insurance	7,144	3,958		3,958	11,102
Fundraising			340	340	340
Occupancy	70,968	314		314	71,282
Operations	57,634	57		57	57,691
Supplies	44,411	1,372		1,372	45,783
Travel and meetings	39,538	2,279		2,279	41,817
Miscellaneous	4,295	5,858	14	5,872	10,167
Depreciation	-	2,853	-	2,853	2,853
Total	<u>\$ 1,302,034</u>	<u>\$ 174,814</u>	<u>\$ 354</u>	<u>\$ 175,168</u>	<u>\$ 1,477,202</u>



**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.**  
**D/B/A PARTNERSHIP FOR PUBLIC HEALTH**  
**SCHEDULE OF FUNCTIONAL EXPENSES**  
For the Year Ended June 30, 2016

	<u>Program Services</u>	<u>Supporting Services</u> Management and <u>General</u>	<u>Fundraising</u>	<u>Total Supporting Services</u>	<u>Total Expenses</u>
<b>SALARIES AND RELATED EXPENSES:</b>					
Salaries	\$ 612,171	\$ 156,011		\$ 156,011	\$ 768,182
Employee benefits	71,781	8,965		8,965	80,746
Payroll taxes	49,614	12,886		12,886	62,500
	<u>733,566</u>	<u>177,862</u>	<u>\$ -</u>	<u>177,862</u>	<u>911,428</u>
<b>OTHER EXPENSES:</b>					
Contract services	7,180	15,005		15,005	22,185
Contract and grant subcontractors	818,273	4,750		4,750	823,023
Insurance	9,038	2,084		2,084	11,122
Fundraising	-	-	390	390	390
Occupancy	69,830	5		5	69,835
Operations	60,436	7,355		7,355	67,791
Supplies	46,526	1,423		1,423	47,949
Travel and meetings	48,707	2,254		2,254	50,961
Miscellaneous	663	2,349	12	2,361	3,024
Depreciation	-	3,006		3,006	3,006
Total	<u>\$ 1,794,219</u>	<u>\$ 216,093</u>	<u>\$ 402</u>	<u>\$ 216,495</u>	<u>\$ 2,010,714</u>

**Partnership for Public Health  
Board of Directors  
May 2018**

Director
Alida Millham, President
Karin Salome, Vice President
David Emberley, Treasurer
Judith Lafrance, Secretary
Sandi Moore-Beinoras
Liane Clairmont
Richard Crocker
Denise Hubbard
Shawn Riley

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.**

Key Personnel – State Fiscal Year 2019

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shelley Carita	Executive Director	\$ 85,000.	33.3%	\$ 28,333
Marie Tule	Finance Director	\$ 72,462	16.6%	\$ 12,058
Carissa Elphick	ServiceLink Director	\$ 55,000	93.0%	\$ 51,158

## **Shelley M. Carita, GFRE**

*Highly motivated leader with over 20 years successful leadership experience in individual and corporate fundraising, marketing, corporate, foundation and federal grant writing, program development, volunteer recruitment, strategic planning and organizational development.*

### **Professional Experience**

#### **EXECUTIVE DIRECTOR**

**Partnership for Public Health, Laconia, NH**

**Jan 2017 – Present**

Organization Leader for a regional public health agency serving New Hampshire's Lakes Region. Responsible for resource development, grants/contracts management, program development and implementation, strategic planning and community relations. Provides staff supervision and all human resource activities.

#### **VICE PRESIDENT FOR DEVELOPMENT**

**New Hampshire Association for the Blind Concord, NH**

**June 2006 – Jan 2017**

Fundraising and marketing leader for a statewide organization serving the blind and visually impaired. Develops and manages a comprehensive development program raising over \$1.2 million dollars annually. Works closely with Board of Directors and Regional Advisory Committees to organize fundraising and awareness events across the state. Identifies opportunities for foundation and corporate support. Cultivates and stewards major gift and planned giving prospects. Supervises professional fundraising and marketing staff.

#### ***Notable Accomplishments:***

- Created state-wide marketing and public education plan that provides broad outreach to service clubs, retirement communities, eye care professionals, the media, and the community at large.
- Created a sustainable revenue source for Agency by developing project introducing occupational therapy as a sustainable revenue source.
- Secured foundation grant funding of over \$500,000 annually including two awards in excess of \$100,000.
- Identified key major/planned giving donor prospects and initiated a successful donor cultivation strategy resulting in the receipt of significant gifts and gift expectancies.
- Recruited and motivated volunteers across the state to establish regional advisory committees in Manchester, Portsmouth, Concord and Lakes Region. Committees raise money in their respective regions through "Dinners in the Dark" and other third party fundraising events.

#### **EXECUTIVE DIRECTOR**

**DEVELOPMENT AND MARKETING DIRECTOR**

**2001-2006**

**American Red Cross**

**Laconia and Concord, New Hampshire**

Developed and managed a comprehensive fund development and marketing program for two merging Red Cross chapters. Coordinated all fund development programs including planned giving, direct mail, major gifts, special events, grant writing and marketing. Developed and monitored agency budget. Supervised staff and coordinated volunteers for disaster response as well as public relations and special event assignments.

**Notable Accomplishments:**

- Promoted to Executive Director from Fund Development Director
- Decreased operating budget while expanding service delivery level.
- Doubled municipal revenue allocations by educating communities about Red Cross services.

**Summary of Prior Non-Profit Management Experience**

**Case Management Supervisor**, (1998-2000) Lakes Region Community Services Council, Laconia, NH - Provided training and supervision to case managers and family home providers serving adults with developmental disabilities. Worked closely with public guardians to ensure services were carried out according to ISP. Negotiated contracts with vendors.

**Director of Social Services**, (1996-1998) Dover Housing Authority, Dover, NH  
Developed and implemented all social service programs for seniors and families living in Dover's public housing community. Supervised program staff and volunteers. Negotiated contracts with service agencies. Raised over 1 million dollars in federal funding. Worked collaboratively with agencies throughout Strafford County.

**Manager of Housing Services**, (1993-1996) Strafford Guidance Center, Dover, NH  
Established intensive supported housing programs for adults with severe mental illness. Worked closely with doctors and treatment teams to ensure smooth transition from state hospital to community based model. Supervised department with over 30 direct service providers. Secured funding through federal grants and state Medicaid program. Served as HUD's administrator of federal homeless housing funds for Strafford County.

**Director of Family Services**, (1991-1993) Manchester Housing and Redevelopment Authority, Manchester, NH – Developed and managed all family empowerment and drug prevention programs in Manchester's 3 family public housing communities. Created State's first small business training program for public housing residents. Secured federal grant funding for all programs including a model after-school program.

**Education**

**Master of Business Administration (MBA) - 1996**

Southern New Hampshire University, Graduate School of Business Manchester, NH

**M.S. Community Economic Development - 1993**

Southern New Hampshire University, Graduate School of Business, Manchester, NH

**B.A. Marketing - 1984**

New Hampshire College, Manchester, NH

**Volunteer Activities/ Memberships**

- Certified Fundraising Executive -CFRE
- Reviewer, National Accreditation Council for Agencies Serving People with Blindness or Visual Impairment (NAC) - 2009 to present
- American Red Cross – Trainer - Lakes Region Disaster Action Team, 2006 to 2009
- Board of Directors - Lakes Region Partnership for Public Health 2005-2006
- Past President- Gilford Rotary Club, Paul Harris Fellow
- Past Officer, Horseshoe Pond Toastmasters International, Concord, NH
- PGNNE –Planned Giving Council of Northern New England
- Upper Valley Planned Giving Council

## Marie L. Tule, CPA, MSA

### Educational Experience

CPA –continuing professional education – 40 hours annually

Bentley University – MS in Accountancy

University of Vermont – BA degree

### Work Experience

**Lakes Region Partnership for Public Health, Laconia, NH** 2013 – Current  
Finance Director

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Responsible for annual financial statement and compliance audits
- Supervise accounting staff.

**Melanson Heath & Company, PC, Nashua, NH** 1994 – 2013  
Manager

- Planned, supervised, and prepared audited GAAP financial statements and compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

**Price Waterhouse Coopers, LLP, Manchester, NH** 1989 – 1994  
Senior Accountant

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

**The Donoghue Organization, Holliston, MA** 1986 – 1988  
Controller/Financial Analyst

- Prepared and analyzed monthly financial statements for newsletter publishing company.
- Supervised accounting staff including general ledger, accounts receivables, payroll, and accounts payables functions.

- Prepared budgets and forecasts, and managed cash flow.
- Responsible for human resource function.

**Dennison Computer Supplies, Waltham, MA**

1984 - 1986

Payroll Administrator

- Responsible for payroll function including filing monthly and quarterly tax reports (Forms 940,941)

Billing Coordinator

- Responsible for invoicing all shipments, rentals, and maintenance contracts. Filed sales & use tax returns.

Senior Accounts Payable

- Processed invoices and prepared vendor checks.

Accounts Receivable

- Applied cash receipts to AR ledger and researched discrepancies.

**Volunteer Experience**

NH Society of Certified Public Accountants  
Committee Chair

May, 2010 – Present

Greater Nashua Mental Health Center – Treasurer  
Audit & Finance Committee Chair

March, 2011 - Present

Various local nonprofits – Treasurer, Trustee

2001 – 2013

**References** - Available upon request.

# KELLEEN GASPA

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## QUALIFICATION HIGHLIGHTS

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- Experienced in working with and advocating for at-risk populations
- Strict adherence with organization confidentiality policies
- Exceptional communication, interviewing and assessment skills
- Demonstrated excellence in community outreach and education
- Excellent organizational and time management skills
- Experienced in working with the Strategic Prevention Framework
- Accomplished public speaker

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## PROFESSIONAL EXPERIENCE

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### Partnership for Public Health, Laconia, NH

**Assistant Director/Director of Substance Use Disorder Systems Integration** 11/2016-Present

- Support state & regional initiatives across the SUD continuum of care
- Develop and maintain regional assets & gaps analysis
- Promote evidence-based strategies for prevention, intervention, treatment & recovery
- Facilitate regional leadership team meetings
- Serve as a content expert on the Winnepesaukee Public Health Council
- Build capacity & expand service delivery in the Winnepesaukee Region of New Hampshire
- Increase awareness and access to SUD services
- Plan & facilitate quarterly regional Educator's Prevention Summits
- Maintain records and submit data for federal reporting
- Supervise Regional Substance Misuse Prevention Team

**Regional Substance Misuse Prevention Coordinator** 08/2015-11/2016

- Provide education, training & technical assistance to schools, organizations & local coalitions
- Facilitate Connect Suicide Prevention Trainings throughout the region
- Increase awareness of best practices in prevention, intervention, treatment & recovery
- Organize DEA Rx Drug Take Back and other various community events throughout the region
- Identify, build and maintain community partnerships in various sectors
- Support regional work across the Continuum of Care
- Advise Partners in Community Wellness Team
- Maintain records and submit data for federal reporting (PWITS)

### Ascentria Care Alliance, Manchester, NH

2013-2015

**Outreach/Employment Specialist, Health Profession Opportunity Project (HPOP)**

- Recruitment and enrollment into the HPOP program
- Facilitate Information Sessions throughout New Hampshire
- Determine participant eligibility
- Assess participant need and provide links to relevant community resources
- Identify, build and maintain community partnerships
- Design and facilitate participant professional development training
- Assist in employment placement of trained participants
- Maintain records and submit data for federal reporting

### Project EXTRA/LMS Para, Laconia, NH

2006-2013

**Site Director Pleasant Street School, Project EXTRA Program**

- Manage daily operation of program
- Oversee curriculum links to Common Core Standards
- Supervise 12 lead staff, junior staff, volunteers and subcontractors
- Handle case sensitive information including disclosures of abuse and neglect
- Develop and implement behavior modification plans tailored to student needs



- Design and facilitate professional development for staff and volunteers
- Provide 1:1 support for students with specific needs

The Children's Exploratorium, Chester, NH 1999-2006

**Assistant Director/Kindergarten Teacher**

- Manage daily operation of the school
- Curriculum development
- Supervise all staff, volunteers and subcontractors
- Identify professional development pathways with educators
- Assess family needs and provide links to community resources
- Plan and facilitate community events
- Provide technical assistance in marketing & promotion

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**EDUCATION**

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**Southern New Hampshire University, Manchester, NH** 2018  
**M.S. Psychology**

**Granite State College, Concord, NH** 2014  
**Bachelor of Science Psychology, *cum laude***

**Castle College, Windham, NH**  
**Associates Degree Early Childhood Education** 1999

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**CERTIFICATIONS/TRAINING**

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**NH Certified Prevention Specialist** 2017

**Prevention Certification Board of New Hampshire Prevention Specialist of the Year** 2017

**Adverse Childhood Experiences & Trauma Informed Care** 2017

**DBHRT Volunteer Region III** 2016

**Ethics in Prevention** 2015

**HIV Trends and Treatment** 2015

**Substance Abuse Prevention Specialist Skills Training** 2015

**Connect Certified Suicide Prevention Trainer** 2015

**Bridges Out of Poverty Parts 1 & 2** 2013-14

**Restorative Practice and Conflict Resolution Session 1** 2013

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**COMMUNITY LEADERSHIP**

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**Winnepesaukee Partners in Community Wellness** Since 2015

**Winnepesaukee Public Health Council** Since 2015

**NH Youth Suicide Prevention Assembly** Since 2015

**NHADACA Training Advisory Committee** 2017

**NH Prevention Certification Board** 2017

# CARISSA ELPHICK

## EDUCATION

- University of New Hampshire, Durham, New Hampshire* September 2013  
*Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)*
- Saint Joseph's College of Maine, Standish, Maine* May 2011  
*Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)*

## EXPERIENCE

- ServiceLink Resource Center, Laconia, NH*  
**Director** May 2017- Present  
**Long Term Support Counselor/Care Transitions Specialist** December 2014 – May 2017
- Perform person- centered options counseling to connect individuals to long term supports and services
  - Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources
  - Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates
  - Created and facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services.
- Merrimack County Advocacy Center, Concord, New Hampshire*  
**Program Assistant/Forensic Interviewer** May 2013-November 2014
- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals
  - Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault
  - Creation, coordination, and implementation of outreach and prevention projects
  - Coordinate and schedule monthly case review meetings for multidisciplinary team
  - Facilitate multidisciplinary team meetings to include documenting meeting minutes
  - Assist in agency sustainability through fundraising and community relationship building
  - Use of Microsoft Office Suite to create documents, brochures, and flyers under the direction of the Executive Director
- State of New Hampshire Judicial Branch, Franklin, New Hampshire*  
**Court Assistant II** January 2012-July 2012
- Daily docketing of incoming law enforcement complaints and judicial mail
  - Scheduling hearings as needed
  - Case management on all adoptions, name changes, minor guardianships, and trusts
  - Daily interactions with Circuit Court Judge, marital master, call center representatives, and public seeking court assistance
- Common Man Family of Restaurants, Plymouth, New Hampshire*  
**Server** June 2011-February 2012
- Customer service to restaurant patrons
  - Ability to make quick decisions in a fast-paced environment
- Mount Prospect Academy*  
**Residential Youth Counselor** March 2011-June 2011
- 8-12 hour constant supervision and support for adjudicated males ages 11-17
  - Professional interactions with support staff, mental health professionals, and educators
  - Crisis intervention training for at-risk youth
- Bank of New Hampshire*  
**Various Departments** Seasonal 2007- 2010
- Balanced incoming transactions from frontline personnel and conducted scanning of all bank transactions.
  - Performed scanning and verification of internal documents, file maintenance on customer accounts, support for other daily tasks within the department.

## VOLUNTEER EXPERIENCE & SPECIAL INTERESTS

- *Person-Centered Thinking and Options Counseling Certifications*

## CARISSA ELPHICK

- Awarded 2016
- **State Health Insurance Assistance Program – Program Specialist Certification**
  - Awarded 2016
- **Certified Information and Referral Specialist for Aging/ Disability (CIRS A/D)**
  - Awarded 2015
- **Alpha Phi Sigma National Criminal Justice Honor Society – University of New Hampshire Chapter**
  - Member (Inducted 2013)
- **Psychology Department Award – Saint Joseph’s College of Maine**
  - Recipient (2011)
- **Delta Epsilon Sigma – Saint Joseph’s College of Maine Chapter**
  - Member (Inducted 2010)
- **Psi Chi National Honor Society in Psychology – Saint Joseph’s College of Maine Chapter**
  - Member (Inducted 2009)
- **Habitat for Humanity, Portland, Maine**
  - Volunteer (September 2007-May 2011)

### OTHER NOTABLE EXPERIENCE

- **Leadership Lakes Region** Class of 2017
- **NH Public Health Association**  
**Presenter** November 15, 2016
- **Forensic Interviewer Training**  
**National Children’s Alliance** February 2014
- **Team Facilitator Training**  
**Presented by Northeast Regional Children’s Advocacy Center** November 2013
- **Forensic Interviewer Training**  
**Presented by Granite State Children’s Alliance** May 2013
- **Merrimack County Advocacy Center**  
**Graduate Intern under the Executive Director** January 2013–May 2013
- **Center for Grieving Children, Portland, Maine**  
**Intern Multicultural Program Facilitator** September 2010–May 2011



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen Ryan  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9546 1-800-852-3346 Ext. 9546  
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
		<b>TOTAL:</b>	<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a sing point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

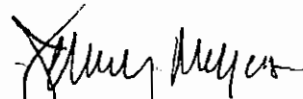
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59

545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	<b>\$96,724.05</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	<b>\$67,892.85</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	<b>\$162,756.84</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	<b>\$99,979.19</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	<b>\$108,814.56</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	<b>\$133,925.61</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	<b>\$195,773.21</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	<b>\$64,172.69</b>

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
(86% Federal Funds; 14% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$27,000.00</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		<b>Subtotal</b>	<b>\$33,500.00</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$42,000.00</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		<b>Subtotal</b>	<b>\$20,250.00</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		<b>Subtotal</b>	<b>\$40,500.00</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		<b>Subtotal</b>	<b>\$33,750.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		<b>Subtotal</b>	<b>\$10,245.00</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Svcs	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-06)

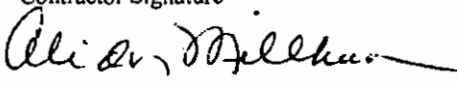
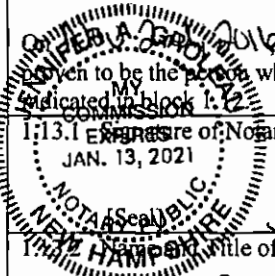
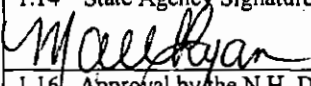
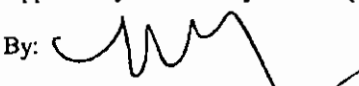
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Partnership for Public Health, Inc.		1.4 Contractor Address 67 Water Street, Suite 105 Laconia, NH 03246	
1.5 Contractor Phone Number 603-528-2145	1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$833,125.75
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ALICIA MILLHAM, Pres, Bd of Dir	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> I, <u>[Signature]</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily substituted by the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 			
1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS Date: <u>11/18/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Cole - Attorney</u> <u>11/29/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

**1. Provisions Applicable to All Services**

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

**2. Statement of Work**

**2.1. ServiceLink Administrative Requirements**

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
- 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
- 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
- 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
- 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
- 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
- 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
- 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.

2.2. Required Services

- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
  - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
  - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
  - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
  - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
  - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
  - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
  - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
  - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
- 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.





Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
  - 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
  - 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
  - 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
  - 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
  - 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
  - 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
  - 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
  - 2.2.4.15. Participate in VAMC program meetings.
  - 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
- 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
  - 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
- 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
- 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:





Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

**6. Deliverables**

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301



Exhibit B

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5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

**Exhibit B-1  
Belknap County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP  
Bidder/Program Name: COUNTY SERVICE/CLK RESOURCE CENTER**

Improving Access to Information and Services for Individuals and  
Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire Service/Link Program  
(Name of RFP)

Budget Period: State Fiscal Year 2017

Line Item	Direct		Total Program Cost		Contractor Share / Grants		Total		Funded by Other Contributions	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Salary/Wages	\$ 100,333.00	15.50%	\$ 115,822.00	17.6%	\$ 13,927.00	2.5%	\$ 18,522.00	28.0%	\$ 66,459.00	100.0%
2. Employee Benefits	\$ 19,200.93	2.8%	\$ 21,475.93	3.2%	\$ 3,065.00	0.5%	\$ 3,431.00	5.2%	\$ 18,135.93	100.0%
3. Consultants	\$ 1,840.00	-	\$ 1,840.00	0.3%	\$ 1,840.00	-	\$ 1,840.00	2.8%	\$ -	-
4. Equipment	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Rental	\$ 1,129.00	-	\$ 1,129.00	0.2%	\$ 153.00	-	\$ 153.00	0.2%	\$ 973.00	100.0%
Repair and Maintenance	\$ 1,065.00	-	\$ 1,065.00	0.2%	\$ 165.00	-	\$ 165.00	0.2%	\$ 900.00	100.0%
Purchase/Depreciation	\$ 165.00	-	\$ 165.00	0.0%	\$ 165.00	-	\$ 165.00	0.0%	\$ -	-
5. Supplies	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Educational	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Lab	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Pharmacy	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Medical	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Office	\$ 2,372.00	-	\$ 2,372.00	0.4%	\$ 207.00	-	\$ 207.00	0.3%	\$ 2,165.00	100.0%
6. Travel	\$ 2,275.00	-	\$ 2,275.00	0.3%	\$ 530.00	-	\$ 530.00	0.8%	\$ 1,745.00	100.0%
7. Occupancy	\$ 12,230.00	-	\$ 12,230.00	1.8%	\$ 4,859.00	-	\$ 4,859.00	7.3%	\$ 7,371.00	100.0%
8. Current Expenses	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Telephone	\$ 653.00	-	\$ 653.00	0.1%	\$ 147.00	-	\$ 147.00	0.2%	\$ 506.00	100.0%
Postage	\$ 532.00	-	\$ 532.00	0.0%	\$ 71.00	-	\$ 71.00	0.1%	\$ 461.00	100.0%
Subscriptions	\$ 233.00	-	\$ 233.00	0.0%	\$ 28.00	-	\$ 28.00	0.0%	\$ 205.00	100.0%
Audit and Legal	\$ 730.00	-	\$ 730.00	0.0%	\$ 214.00	-	\$ 214.00	0.3%	\$ 516.00	100.0%
Insurance	\$ 1,329.00	-	\$ 1,329.00	0.2%	\$ 290.00	-	\$ 290.00	0.4%	\$ 1,039.00	100.0%
Board Expenses	\$ 17.00	-	\$ 17.00	0.0%	\$ 17.00	-	\$ 17.00	0.0%	\$ -	-
9. Software	\$ 2,319.00	-	\$ 2,319.00	0.3%	\$ 2,199.00	-	\$ 2,199.00	3.3%	\$ 120.00	100.0%
10. Marketing/Communications	\$ 785.00	-	\$ 785.00	0.0%	\$ -	-	\$ -	0.0%	\$ 785.00	100.0%
11. Staff Education and Training	\$ 179.00	-	\$ 179.00	0.0%	\$ -	-	\$ -	0.0%	\$ 179.00	100.0%
12. Subcontracts/Agreements	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
13. Other (Laboratory, etc.)	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Meeting Expense	\$ 823.00	-	\$ 823.00	0.0%	\$ 875.00	-	\$ 875.00	1.3%	\$ -	-
Community Education	\$ 2,850.00	-	\$ 2,850.00	4.3%	\$ 1,350.00	-	\$ 1,350.00	20.0%	\$ 1,500.00	100.0%
TOTAL	\$ 151,154.93	22.5%	\$ 177,840.00	26.8%	\$ 20,602.00	3.8%	\$ 32,983.00	50.0%	\$ 121,232.00	100.0%

Indirect (As A Percent of Direct) 11.6%

Contractor/Grantor \_\_\_\_\_  
Date \_\_\_\_\_

*Signature*  
11.2.16

**Exhibit B-1  
Carroll County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICE/ LINK RESOURCE CENTER

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire Service/Link Program  
(Name of Project)

Budget Period: State Fiscal Year 2017

Line Item	Original Budget			Revised Budget			Contractor Change / Match			Total Available			Total Obligated		
	Original	Revised	Final	Original	Revised	Final	Original	Revised	Final	Original	Revised	Final	Original	Revised	Final
1. Total Salary/Wages	\$ 78,097.00	\$ 12,251.00	\$ 80,348.00	\$ 12,351.00	\$ 2,301.00	\$ 14,652.00	\$ 65,746.00	\$ 9,000.00	\$ 75,706.00						
2. Employee Benefits	\$ 15,068.00	\$ 1,797.00	\$ 16,865.00	\$ 2,718.00	\$ 325.00	\$ 3,043.00	\$ 12,330.00	\$ 1,472.00	\$ 13,822.00						
3. Consultants	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ 400.00						
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Rental	\$ 865.00	\$ -	\$ 865.00	\$ 136.00	\$ -	\$ 136.00	\$ 750.00	\$ -	\$ 750.00						
Repair and Maintenance	\$ 841.00	\$ -	\$ 841.00	\$ 147.00	\$ -	\$ 147.00	\$ 694.00	\$ -	\$ 694.00						
Purchase/Depreciation	\$ 347.00	\$ -	\$ 347.00	\$ 147.00	\$ -	\$ 147.00	\$ 200.00	\$ -	\$ 200.00						
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Office	\$ 1,079.82	\$ -	\$ 1,079.82	\$ 181.00	\$ -	\$ 181.00	\$ 898.82	\$ -	\$ 898.82						
6. Travel	\$ 2,715.00	\$ -	\$ 2,715.00	\$ 470.00	\$ -	\$ 470.00	\$ 3,245.00	\$ -	\$ 3,245.00						
7. Occupancy	\$ 12,533.00	\$ -	\$ 12,533.00	\$ 1,849.00	\$ -	\$ 1,849.00	\$ 10,684.00	\$ -	\$ 10,684.00						
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Telephone	\$ 1,078.00	\$ -	\$ 1,078.00	\$ 130.00	\$ -	\$ 130.00	\$ 948.00	\$ -	\$ 948.00						
Postage	\$ 418.00	\$ -	\$ 418.00	\$ 63.00	\$ -	\$ 63.00	\$ 355.00	\$ -	\$ 355.00						
Subscriptions	\$ 183.00	\$ -	\$ 183.00	\$ 25.00	\$ -	\$ 25.00	\$ 158.00	\$ -	\$ 158.00						
Audit and Legal	\$ 587.00	\$ -	\$ 587.00	\$ 189.00	\$ -	\$ 189.00	\$ 398.00	\$ -	\$ 398.00						
Insurance	\$ 1,057.00	\$ -	\$ 1,057.00	\$ 287.00	\$ -	\$ 287.00	\$ 770.00	\$ -	\$ 770.00						
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
9. Software	\$ 108.00	\$ -	\$ 108.00	\$ 15.00	\$ -	\$ 15.00	\$ 93.00	\$ -	\$ 93.00						
10. Marketing/Communications	\$ 3,024.00	\$ -	\$ 3,024.00	\$ 2,184.00	\$ -	\$ 2,184.00	\$ 840.00	\$ -	\$ 840.00						
11. Staff Education and Training	\$ 158.00	\$ -	\$ 158.00	\$ -	\$ -	\$ -	\$ 158.00	\$ -	\$ 158.00						
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
13. Other (Specify in Remarks)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Meeting expense	\$ 339.00	\$ -	\$ 339.00	\$ 225.00	\$ -	\$ 225.00	\$ 114.00	\$ -	\$ 114.00						
Community education training	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -	\$ -	\$ -						
<b>TOTAL</b>	<b>\$ 121,248.82</b>	<b>\$ 14,058.00</b>	<b>\$ 135,306.82</b>	<b>\$ 22,837.00</b>	<b>\$ 2,626.00</b>	<b>\$ 25,463.00</b>	<b>\$ 98,608.82</b>	<b>\$ 11,432.00</b>	<b>\$ 110,041.82</b>						

Indirect As A Percent of Direct 11.5%

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

*HA*  
11.2.16

**Exhibit B-2  
Belknap County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP COUNTY SERVICE/INK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

**Budget Request for:** New Hampshire Service/Link Program  
(name of RFP)

**Budget Period:** State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 183,400.00	\$ 30,000.00	\$ 224,400.00	\$ 28,273.00	\$ 5,268.00	\$ 33,541.00	\$ 185,130.00	\$ 25,728.00	\$ 210,858.00
2. Employee Benefits	\$ 37,848.00	\$ 4,720.00	\$ 42,568.00	\$ 6,314.00	\$ 753.00	\$ 7,067.00	\$ 31,332.00	\$ 3,978.00	\$ 35,310.00
3. Commissions	\$ 3,680.00	\$ -	\$ 3,680.00	\$ 3,680.00	\$ -	\$ 3,680.00	\$ -	\$ -	\$ 3,680.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Rental	\$ 2,224.00	\$ -	\$ 2,224.00	\$ 307.00	\$ -	\$ 307.00	\$ 1,917.00	\$ -	\$ 1,917.00
Repair and Maintenance	\$ 2,101.00	\$ -	\$ 2,101.00	\$ 331.00	\$ -	\$ 331.00	\$ 1,770.00	\$ -	\$ 1,770.00
Purchase/Deprecation	\$ 330.00	\$ -	\$ 330.00	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -	\$ 330.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,708.00	\$ -	\$ 2,708.00	\$ 415.00	\$ -	\$ 415.00	\$ 2,293.00	\$ -	\$ 2,293.00
6. Travel	\$ 5,788.00	\$ -	\$ 5,788.00	\$ 1,060.00	\$ -	\$ 1,060.00	\$ 4,728.00	\$ -	\$ 4,728.00
7. Occupancy	\$ 24,750.00	\$ -	\$ 24,750.00	\$ 10,010.00	\$ -	\$ 10,010.00	\$ 14,740.00	\$ -	\$ 14,740.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,345.00	\$ -	\$ 1,345.00	\$ 282.00	\$ -	\$ 282.00	\$ 1,063.00	\$ -	\$ 1,063.00
Postage	\$ 1,050.00	\$ -	\$ 1,050.00	\$ 142.00	\$ -	\$ 142.00	\$ 908.00	\$ -	\$ 908.00
Subscriptions	\$ 482.00	\$ -	\$ 482.00	\$ 58.00	\$ -	\$ 58.00	\$ 424.00	\$ -	\$ 424.00
Audit and Legal	\$ 1,454.00	\$ -	\$ 1,454.00	\$ 427.00	\$ -	\$ 427.00	\$ 1,027.00	\$ -	\$ 1,027.00
Insurance	\$ 2,845.00	\$ -	\$ 2,845.00	\$ 580.00	\$ -	\$ 580.00	\$ 2,265.00	\$ -	\$ 2,265.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 271.00	\$ -	\$ 271.00	\$ 33.00	\$ -	\$ 33.00	\$ 238.00	\$ -	\$ 238.00
10. Marketing/Communications	\$ 5,848.00	\$ -	\$ 5,848.00	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 1,448.00	\$ -	\$ 1,448.00
11. Staff Education and Training	\$ 357.00	\$ -	\$ 357.00	\$ -	\$ -	\$ -	\$ 357.00	\$ -	\$ 357.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (include type of activity)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 1,845.00	\$ -	\$ 1,845.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 495.00	\$ -	\$ 495.00
Community education training	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
TOTAL	\$ 290,823.00	\$ 38,728.00	\$ 329,551.00	\$ 80,700.00	\$ 6,021.00	\$ 86,721.00	\$ 229,823.00	\$ 29,704.00	\$ 259,527.00

Indirect As A Percent of Direct 12.3%

Contractor initials \_\_\_\_\_  
Date \_\_\_\_\_

*Handwritten signature*  
11.2.16

**Exhibit B-2  
Carroll County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICELINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program  
(name of program)

Budget Period: State Fiscal Year 2018

Line Item	New Hampshire State			Contractor Share / Match			Funds		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 155,183.00	\$ 24,620.00	\$ 179,803.00	\$ 24,701.00	\$ 4,602.00	\$ 29,303.00	\$ 128,482.00	\$ 20,018.00	\$ 148,500.00
2. Employee Benefits	\$ 20,815.00	\$ 3,744.00	\$ 24,559.00	\$ 5,438.00	\$ 650.00	\$ 6,088.00	\$ 24,378.00	\$ 3,004.00	\$ 27,382.00
3. Consultants	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 800.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,783.00	\$ -	\$ 1,783.00	\$ 272.00	\$ -	\$ 272.00	\$ 1,491.00	\$ -	\$ 1,491.00
Repair and Maintenance	\$ 1,671.00	\$ -	\$ 1,671.00	\$ 293.00	\$ -	\$ 293.00	\$ 1,378.00	\$ -	\$ 1,378.00
Purchase/Depreciation	\$ 293.00	\$ -	\$ 293.00	\$ 293.00	\$ -	\$ 293.00	\$ -	\$ -	\$ 293.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,149.00	\$ -	\$ 2,149.00	\$ 367.00	\$ -	\$ 367.00	\$ 1,782.00	\$ -	\$ 1,782.00
6. Travel	\$ 7,337.00	\$ -	\$ 7,337.00	\$ 940.00	\$ -	\$ 940.00	\$ 6,397.00	\$ -	\$ 6,397.00
7. Occupancy	\$ 17,871.00	\$ -	\$ 17,871.00	\$ 3,297.00	\$ -	\$ 3,297.00	\$ 14,574.00	\$ -	\$ 14,574.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,148.00	\$ -	\$ 2,148.00	\$ 259.00	\$ -	\$ 259.00	\$ 1,887.00	\$ -	\$ 1,887.00
Postage	\$ 832.00	\$ -	\$ 832.00	\$ 128.00	\$ -	\$ 128.00	\$ 706.00	\$ -	\$ 706.00
Subscriptions	\$ 369.00	\$ -	\$ 369.00	\$ 50.00	\$ -	\$ 50.00	\$ 318.00	\$ -	\$ 318.00
Audit and Legal	\$ 1,180.00	\$ -	\$ 1,180.00	\$ 379.00	\$ -	\$ 379.00	\$ 801.00	\$ -	\$ 801.00
Insurance	\$ 2,120.00	\$ -	\$ 2,120.00	\$ 314.00	\$ -	\$ 314.00	\$ 1,806.00	\$ -	\$ 1,806.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 214.00	\$ -	\$ 214.00	\$ 29.00	\$ -	\$ 29.00	\$ 185.00	\$ -	\$ 185.00
10. Marketing/Communications	\$ 8,042.00	\$ -	\$ 8,042.00	\$ 4,359.00	\$ -	\$ 4,359.00	\$ 3,683.00	\$ -	\$ 3,683.00
11. Staff Education and Training	\$ 278.00	\$ -	\$ 278.00	\$ -	\$ -	\$ -	\$ 278.00	\$ -	\$ 278.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify in Remarks)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 660.00	\$ -	\$ 660.00	\$ 450.00	\$ -	\$ 450.00	\$ 210.00	\$ -	\$ 210.00
Community education training	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
<b>TOTAL</b>	<b>\$ 251,466.00</b>	<b>\$ 28,364.00</b>	<b>\$ 279,830.00</b>	<b>\$ 46,276.00</b>	<b>\$ 8,252.00</b>	<b>\$ 54,528.00</b>	<b>\$ 188,376.00</b>	<b>\$ 23,112.00</b>	<b>\$ 206,288.00</b>

Indirect As A Percent of Direct

12.3%

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

*AA*  
11.2.16



Exhibit B-3  
Belknap County

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP COUNTY SERVICE LINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program  
(Name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Funds			Contractor Share / Match			Funded by DHHH contract share		
	Actual	Available	Total	Actual	Available	Total	Actual	Available	Total
1. Total Salary/Wages	\$ 48,437.00	\$ 7,760.00	\$ 56,197.00	\$ 7,173.00	\$ 1,330.00	\$ 8,503.00	\$ 41,264.00	\$ 6,432.00	\$ 47,716.00
2. Employee Benefits	\$ 9,459.00	\$ 1,168.00	\$ 10,627.00	\$ 1,926.00	\$ 104.00	\$ 2,030.00	\$ 7,832.00	\$ 964.00	\$ 8,827.00
3. Consultants	\$ 920.00	\$ -	\$ 920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 556.00	\$ -	\$ 556.00	\$ 77.00	\$ -	\$ 77.00	\$ 479.00	\$ -	\$ 479.00
Repair and Maintenance	\$ 525.00	\$ -	\$ 525.00	\$ 83.00	\$ -	\$ 83.00	\$ 442.00	\$ -	\$ 442.00
Purchase/Depreciation	\$ 83.00	\$ -	\$ 83.00	\$ 83.00	\$ -	\$ 83.00	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 788.00	\$ -	\$ 788.00	\$ 101.00	\$ -	\$ 101.00	\$ 685.00	\$ -	\$ 685.00
6. Travel	\$ 1,450.00	\$ -	\$ 1,450.00	\$ 265.00	\$ -	\$ 265.00	\$ 1,185.00	\$ -	\$ 1,185.00
7. Occupancy	\$ 6,263.00	\$ -	\$ 6,263.00	\$ 2,878.00	\$ -	\$ 2,878.00	\$ 3,885.00	\$ -	\$ 3,885.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 337.00	\$ -	\$ 337.00	\$ 73.00	\$ -	\$ 73.00	\$ 264.00	\$ -	\$ 264.00
Postage	\$ 263.00	\$ -	\$ 263.00	\$ 36.00	\$ -	\$ 36.00	\$ 227.00	\$ -	\$ 227.00
Subscription	\$ 115.00	\$ -	\$ 115.00	\$ 14.00	\$ -	\$ 14.00	\$ 101.00	\$ -	\$ 101.00
Audit and Legal	\$ 364.00	\$ -	\$ 364.00	\$ 107.00	\$ -	\$ 107.00	\$ 257.00	\$ -	\$ 257.00
Insurance	\$ 661.00	\$ -	\$ 661.00	\$ 145.00	\$ -	\$ 145.00	\$ 516.00	\$ -	\$ 516.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 87.00	\$ -	\$ 87.00	\$ 9.00	\$ -	\$ 9.00	\$ 78.00	\$ -	\$ 78.00
10. Marketing/Communications	\$ 1,089.00	\$ -	\$ 1,089.00	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 588.00	\$ -	\$ 588.00
11. Staff Education and Training	\$ 82.00	\$ -	\$ 82.00	\$ -	\$ -	\$ -	\$ 82.00	\$ -	\$ 82.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Expenses - (See 101-10137)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expense	\$ 612.00	\$ -	\$ 612.00	\$ 236.00	\$ -	\$ 236.00	\$ 376.00	\$ -	\$ 376.00
Community education training	\$ 875.00	\$ -	\$ 875.00	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 73,366.00</b>	<b>\$ 8,968.00</b>	<b>\$ 82,334.00</b>	<b>\$ 15,402.00</b>	<b>\$ 1,434.00</b>	<b>\$ 16,836.00</b>	<b>\$ 67,908.00</b>	<b>\$ 7,426.00</b>	<b>\$ 75,334.00</b>

Indirect As A Percent of Direct

12.2%

Contractor P&S: \_\_\_\_\_  
Date: \_\_\_\_\_

*Handwritten signature*  
11.2.16

**Exhibit B-3  
Carroll County**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICE/ LINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire Service/Link Program  
(name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Direct		Indirect		Contractor Items / Block		Indirect		Funded by Link/Link contract above	
	Contractor	Program Cost	Contractor	Program Cost	Contractor	Program Cost	Contractor	Program Cost	Contractor	Program Cost
1. Total Salary/Wages	\$ 36,297.00	\$ 6,158.00	\$ 44,453.00	\$ 8,175.00	\$ 1,151.00	\$ 7,326.00	\$ 32,122.00	\$ 5,005.00	\$ 37,127.00	\$ 6,868.00
2. Employee Benefits	\$ 7,454.00	\$ 935.00	\$ 8,389.00	\$ 1,358.00	\$ 187.00	\$ 1,821.00	\$ 6,005.00	\$ 773.00	\$ 6,868.00	\$ -
3. Consultants	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 440.00	\$ -	\$ 440.00	\$ 68.00	\$ -	\$ 68.00	\$ 372.00	\$ -	\$ 372.00	\$ -
Repair and Maintenance	\$ 418.00	\$ -	\$ 418.00	\$ 73.00	\$ -	\$ 73.00	\$ 345.00	\$ -	\$ 345.00	\$ -
Purchase/Depreciation	\$ 73.00	\$ -	\$ 73.00	\$ 73.00	\$ -	\$ 73.00	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 641.00	\$ -	\$ 641.00	\$ 93.00	\$ -	\$ 93.00	\$ 548.00	\$ -	\$ 548.00	\$ -
6. Travel	\$ 1,534.00	\$ -	\$ 1,534.00	\$ 235.00	\$ -	\$ 235.00	\$ 1,599.00	\$ -	\$ 1,599.00	\$ -
7. Occupancy	\$ 4,467.00	\$ -	\$ 4,467.00	\$ 824.00	\$ -	\$ 824.00	\$ 3,643.00	\$ -	\$ 3,643.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 537.00	\$ -	\$ 537.00	\$ 85.00	\$ -	\$ 85.00	\$ 472.00	\$ -	\$ 472.00	\$ -
Postage	\$ 209.00	\$ -	\$ 209.00	\$ 32.00	\$ -	\$ 32.00	\$ 177.00	\$ -	\$ 177.00	\$ -
Subscriptions	\$ 91.00	\$ -	\$ 91.00	\$ 12.00	\$ -	\$ 12.00	\$ 79.00	\$ -	\$ 79.00	\$ -
Audit and Legal	\$ 295.00	\$ -	\$ 295.00	\$ 95.00	\$ -	\$ 95.00	\$ 200.00	\$ -	\$ 200.00	\$ -
Insurance	\$ 327.00	\$ -	\$ 327.00	\$ 128.00	\$ -	\$ 128.00	\$ 399.00	\$ -	\$ 399.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 54.00	\$ -	\$ 54.00	\$ 7.00	\$ -	\$ 7.00	\$ 47.00	\$ -	\$ 47.00	\$ -
10. Marketing/Communications	\$ 1,712.00	\$ -	\$ 1,712.00	\$ 1,092.00	\$ -	\$ 1,092.00	\$ 620.00	\$ -	\$ 620.00	\$ -
11. Staff Education and Training	\$ 69.00	\$ -	\$ 69.00	\$ -	\$ -	\$ -	\$ 69.00	\$ -	\$ 69.00	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify Task / Frequency)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting expense	\$ 369.00	\$ -	\$ 369.00	\$ 112.00	\$ -	\$ 112.00	\$ 257.00	\$ -	\$ 257.00	\$ -
Community education training	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 68,282.00</b>	<b>\$ 7,061.00</b>	<b>\$ 84,443.00</b>	<b>\$ 11,318.00</b>	<b>\$ 1,313.00</b>	<b>\$ 12,831.00</b>	<b>\$ 47,044.00</b>	<b>\$ 8,718.00</b>	<b>\$ 52,922.00</b>	<b>\$ -</b>

Indirect As A Percent of Direct 12.2%

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

*Handwritten:*  
11.2.16



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*AK*

11.2.16



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the employer in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Lakes Region Partnership for Public Health, Inc

11.2.16  
Date

Oliver McElhannon  
Name:  
Title: Pres. Bd of Dir.

Contractor Initials AM  
Date 11.2.16



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Lakes Region Partnership for Public Health, Inc.

11.2.16  
Date

Alison Melhane  
Name:  
Title: Pres. Bd of Dir.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lakes Region Partnership for Public Health, Inc.

11.2.10  
Date

Alison Melham  
Name:  
Title: Pres. Bd. of Dir.

Contractor Initials AM  
Date 11.2.10



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lake Region Partnership for Public Health, Inc.

11.2.16  
Date

Deirdre McMillan  
Name:  
Title: Pres. Bd of Dir.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**NH Department of Health & Human Services  
Service Link Resource Center**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Service Link Resource Center Contract**

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Collaborative, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 105 Castle Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$432,006.41, to read:  
\$1,517,076.05.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - a. A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
    - i. NH Family Caregiver Program
    - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
  - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:
    - i. Parish Nurse





NH Department of Health & Human Services  
Service Link Resource Center

- ii. SS Administration
- iii. Low income housing sites and senior centers

1. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:  
Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.
6. Delete Exhibit B-2, Monadnock Region and Sullivan County Budgets, in their entirety and replace with Exhibit B-2, Monadnock Region and Sullivan County Budgets – Amendment #1.
7. Delete Exhibit B-3, Monadnock Region and Sullivan County Budgets, in their entirety and replace with Exhibit B-3, Monadnock Region and Sullivan County Budgets – Amendment #1.
8. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/5/18  
Date

State of New Hampshire  
Department of Health and Human Services  
  
Christine Tappan  
Associate Commissioner

5/31/2018  
Date

Monadnock Collaborative  
  
NAME Merganette Ferguson  
TITLE Executive Director

Acknowledgement:  
State of NH, County of Cheshire on 5/31/18, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Wendy Preston  
Name and Title of Notary or Justice of the Peace  
**WENDY PRESTON**  
Notary Public, State of New Hampshire  
My Commission Expires Sept. 27, 2022

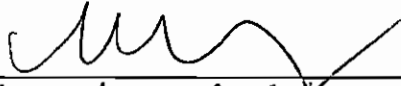
NH Department of Health & Human Services  
Service Link Resource Center



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/7/18

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports  
Budget Request for: and Services:

RFP-2017-OHS-01-SERVI

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 147,112.90	\$ 22,067.00	\$ 169,179.90			\$ -	\$ 147,112.90	\$ 22,067.00	\$ 169,179.90
2. Employee Benefits	\$ 24,517.37	\$ 3,677.74	\$ 28,195.11			\$ -	\$ 24,517.37	\$ 3,677.74	\$ 28,195.11
3. Consultants	\$ -	\$ -	\$ -			\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -			\$ -
Rental	\$ -	\$ -	\$ -			\$ -			\$ -
Repair and Maintenance	\$ 1,064.00	\$ -	\$ 1,064.00			\$ -	\$ 1,064.00		\$ 1,064.00
Purchase/Depreciation	\$ 5,578.00	\$ -	\$ 5,578.00	\$ 3,000.00		\$ 3,000.00	\$ 2,578.00		\$ 2,578.00
5. Supplies:	\$ -	\$ -	\$ -			\$ -			\$ -
Educational	\$ -	\$ -	\$ -			\$ -			\$ -
Lab	\$ -	\$ -	\$ -			\$ -			\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -			\$ -
Medical	\$ -	\$ -	\$ -			\$ -			\$ -
Office	\$ 2,174.00	\$ -	\$ 2,174.00	\$ 200.00		\$ 200.00	\$ 1,974.00		\$ 1,974.00
6. Travel	\$ 4,407.00	\$ -	\$ 4,407.00	\$ 500.00		\$ 500.00	\$ 3,907.00		\$ 3,907.00
7. Occupancy	\$ 19,350.00	\$ 3,600.00	\$ 22,950.00		\$ 3,600.00	\$ 3,600.00	\$ 19,350.00		\$ 19,350.00
8. Current Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
Telephone	\$ 9,549.00	\$ -	\$ 9,549.00	\$ 3,400.00		\$ 3,400.00	\$ 6,149.00		\$ 6,149.00
Postage	\$ 493.00	\$ -	\$ 493.00			\$ -	\$ 493.00		\$ 493.00
Subscriptions	\$ -	\$ -	\$ -			\$ -			\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00			\$ -
Insurance	\$ -	\$ -	\$ -			\$ -			\$ -
Board Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
9. Software	\$ -	\$ -	\$ -			\$ -			\$ -
10. Marketing/Communications	\$ 2,786.00	\$ -	\$ 2,786.00	\$ 1,500.00		\$ 1,500.00	\$ 1,286.00		\$ 1,286.00
11. Staff Education and Training	\$ 967.00	\$ -	\$ 967.00	\$ 500.00		\$ 500.00	\$ 467.00		\$ 467.00
12. Subcontracts/Agreements IT Services	\$ 6,513.00	\$ -	\$ 6,513.00	\$ 3,000.00		\$ 3,000.00	\$ 3,513.00		\$ 3,513.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
<b>TOTAL</b>	\$ 225,511.27	\$ 29,344.73	\$ 254,856.00	\$ 13,100.00	\$ 3,600.00	\$ 16,700.00	\$ 212,411.27	\$ 25,744.73	\$ 238,156.00

Indirect As A Percent of Direct

13.0%

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Monadnock Region

Budget Request for: Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports and  
Services:

(Name of RFP)

Budget Period: State Fiscal Year 2018

1234.782609

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 206,071.00	\$ 30,910.00	\$ 236,981.00	\$ -	\$ -	\$ -	\$ 206,071.00	\$ 30,910.00	\$ 236,981.00
2. Employee Benefits	\$ 66,110.00	\$ 9,916.00	\$ 76,026.00	\$ -	\$ -	\$ -	\$ 66,110.00	\$ 9,916.00	\$ 76,026.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,997.00	\$ -	\$ 1,997.00	\$ -	\$ -	\$ -	\$ 1,997.00	\$ -	\$ 1,997.00
Purchase/Depreciation	\$ 5,344.00	\$ 2,000.00	\$ 7,344.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 5,344.00	\$ -	\$ 5,344.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,377.00	\$ -	\$ 6,377.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 5,377.00	\$ -	\$ 5,377.00
6. Travel	\$ 12,978.00	\$ -	\$ 12,978.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 11,978.00	\$ -	\$ 11,978.00
7. Occupancy	\$ 19,020.00	\$ 1,200.00	\$ 20,220.00	\$ 2,200.00	\$ 1,200.00	\$ 3,400.00	\$ 16,820.00	\$ -	\$ 16,820.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 13,018.00	\$ -	\$ 13,018.00	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 9,618.00	\$ -	\$ 9,618.00
Postage	\$ 1,007.00	\$ -	\$ 1,007.00	\$ -	\$ -	\$ -	\$ 1,007.00	\$ -	\$ 1,007.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,753.14	\$ -	\$ 5,753.14	\$ 3,339.14	\$ -	\$ 3,339.14	\$ 2,414.00	\$ -	\$ 2,414.00
11. Staff Education and Training	\$ 2,221.00	\$ -	\$ 2,221.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 971.00	\$ -	\$ 971.00
12. Subcontracts/Agreements IT Services	\$ 15,610.00	\$ -	\$ 15,610.00	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 6,610.00	\$ -	\$ 6,610.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ <b>355,506.14</b>	\$ <b>48,026.00</b>	\$ <b>403,532.14</b>	\$ <b>21,189.14</b>	\$ <b>7,200.00</b>	\$ <b>28,389.14</b>	\$ <b>334,317.00</b>	\$ <b>40,826.00</b>	\$ <b>375,143.00</b>

Indirect As A Percent of Direct

13.5%

Contractor Initials: *mas*  
Date: *5/31/18*

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Monadnock Region

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports and  
Budget Request for: Services:

(Name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 185,437.00	\$ 27,816.00	\$ 213,253.00			\$ -	\$ 185,437.00	\$ 27,816.00	\$ 213,253.00
2. Employee Benefits	\$ 77,973.00	\$ 11,696.00	\$ 89,669.00			\$ -	\$ 77,973.00	\$ 11,696.00	\$ 89,669.00
3. Consultants	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Rental	\$ 600.00	\$ -	\$ 600.00	\$ 600.00		\$ 600.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 2,036.00	\$ -	\$ 2,036.00			\$ -	\$ 2,036.00	\$ -	\$ 2,036.00
Purchase/Depreciation	\$ 4,077.00	\$ -	\$ 4,077.00	\$ 2,077.00		\$ 2,077.00	\$ 2,000.00	\$ -	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Office	\$ 7,026.00	\$ -	\$ 7,026.00	\$ 2,500.00		\$ 2,500.00	\$ 4,526.00	\$ -	\$ 4,526.00
6. Travel	\$ 15,093.00	\$ -	\$ 15,093.00	\$ 3,000.00		\$ 3,000.00	\$ 12,093.00	\$ -	\$ 12,093.00
7. Occupancy	\$ 17,347.09	\$ 600.00	\$ 17,947.09	\$ 4,065.09	\$ 600.00	\$ 4,665.09	\$ 13,282.00	\$ -	\$ 13,282.00
8. Current Expenses	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Telephone	\$ 11,101.00	\$ -	\$ 11,101.00	\$ 1,250.00		\$ 1,250.00	\$ 9,851.00	\$ -	\$ 9,851.00
Postage	\$ 807.00	\$ -	\$ 807.00			\$ -	\$ 807.00	\$ -	\$ 807.00
Subscriptions	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,314.00	\$ -	\$ 2,314.00	\$ 600.00		\$ 600.00	\$ 1,714.00	\$ -	\$ 1,714.00
11. Staff Education and Training	\$ 1,533.00	\$ -	\$ 1,533.00	\$ 500.00		\$ 500.00	\$ 1,033.00	\$ -	\$ 1,033.00
12. Subcontracts/Agreements IT Services	\$ 7,987.00	\$ -	\$ 7,987.00	\$ 1,000.00		\$ 1,000.00	\$ 6,987.00	\$ -	\$ 6,987.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 333,331.09</b>	<b>\$ 41,112.00</b>	<b>\$ 374,443.09</b>	<b>\$ 15,592.09</b>	<b>\$ 1,600.00</b>	<b>\$ 17,192.09</b>	<b>\$ 317,739.00</b>	<b>\$ 39,512.00</b>	<b>\$ 357,251.00</b>

Indirect As A Percent of Direct

12.3%

0.102616134

0.124353636

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports  
Budget Request for: and Services:  
*(Name of RFP)*

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 125,632.00	\$ 31,408.00	\$ 157,040.00		\$ -	\$ -	\$ 142,389.00	\$ 21,358.00	\$ 163,747.00
2. Employee Benefits	\$ 21,422.00	\$ 6,212.38	\$ 27,634.38		\$ -	\$ -	\$ 21,622.00	\$ 3,243.00	\$ 24,865.00
3. Consultants	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Rental	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Repair and Maintenance	\$ 525.00	\$ -	\$ 525.00		\$ -	\$ -	\$ 1,064.00		\$ 1,064.00
Purchase/Depreciation	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 2,000.00		\$ 2,000.00	\$ 1,000.00		\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Educational	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Lab	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Pharmacy	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Medical	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Office	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,474.00		\$ 1,474.00
6. Travel	\$ 4,400.00	\$ -	\$ 4,400.00		\$ -	\$ -	\$ 3,907.00		\$ 3,907.00
7. Occupancy	\$ 19,395.00	\$ -	\$ 19,395.00	\$ 4,529.50	\$ -	\$ 4,529.50	\$ 19,350.00		\$ 19,350.00
8. Current Expenses	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Telephone	\$ 3,200.00	\$ -	\$ 3,200.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 6,149.00		\$ 6,149.00
Postage	\$ 250.00	\$ -	\$ 250.00		\$ -	\$ -	\$ 493.00		\$ 493.00
Subscriptions	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Audit and Legal	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Insurance	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
Board Expenses	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
9. Software	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00		\$ -	\$ -	\$ 1,286.00		\$ 1,286.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00		\$ -	\$ -	\$ 467.00		\$ 467.00
12. Subcontracts/Agreements	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 3,513.00		\$ 3,513.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
	\$ -	\$ -	\$ -		\$ -	\$ -			\$ -
<b>TOTAL</b>	<b>\$ 186,024.00</b>	<b>\$ 37,620.38</b>	<b>\$ 223,644.38</b>	<b>\$ 17,529.50</b>	<b>\$ -</b>	<b>\$ 17,529.50</b>	<b>\$ 202,714.00</b>	<b>\$ 24,601.00</b>	<b>\$ 227,315.00</b>

Indirect As A Percent of Direct

20.2%

0

0.12135817



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

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5/31/18



consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not





use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

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7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department

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5/31/18



confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

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5/31/18

# New Hampshire Department of Health and Human Services

## Exhibit K



10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,

*[Handwritten Signature]*  
5/31/18



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in



accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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5/31/18

# State of New Hampshire

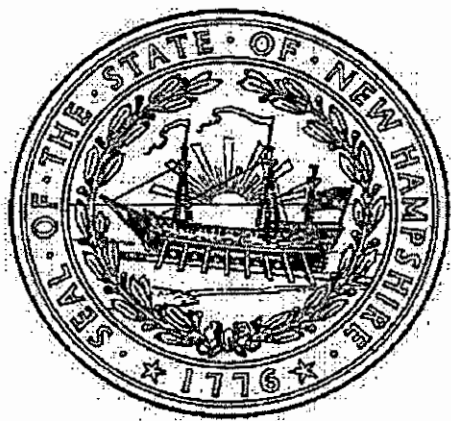
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK COLLABORATIVE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 379619

Certificate Number: 0004103279



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, John Manning, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Monadnock Collaborative  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency  
duly held on 5/31/18:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the  
31st day of May, 2018.  
(Date Contract Signed)

4. Maryanne Ferguson is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John A Manning  
(Signature of the Elected Officer)

STATE OF NH

County of Cheshire

The forgoing instrument was acknowledged before me this 31st day of May, 2018.

By John Manning  
(Name of Elected Officer of the Agency)

Wendy Preston  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires

**WENDY PRESTON**  
Notary Public, State of New Hampshire  
Commission Expires Sept. 27, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

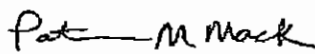
<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C No, Ext):</b> (603)293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.net	<b>FAX (A/C, No):</b> (603)293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Monadnock Collaborative & Pilot Health, LLC 105 Castle Street Keene NH 03431	<b>INSURER A:</b> Philadelphia Insurance Co	<b>NAIC #</b>
	<b>INSURER B:</b> Technology Insurance Co	<b>42376</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2018      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1583390	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1583390	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB617654	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3641185	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> NH DHHS 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Monadnock Collaborative

## Mission, Vision and Goals

### Mission

The Monadnock Collaborative nurtures ideas and initiatives that enhance the health and well being of the citizens and communities in the Monadnock Region, by means of:

- **Serving** as a model of collaboration;
- **Providing** leadership;
- **Creating** structure for organizations and efforts;
- **Fostering** partnership;
- **Improving** access to services;
- **Administering** programs and projects

### Vision

The **vision** of the Monadnock Collaborative is “a Monadnock Region where all persons have access to health services and healthy activities, and are living fully and independently.”

### Goals

The **goals** of the Monadnock Collaborative are:

- To facilitate health care programs to further the wellness and the positive capacities of residents in the Monadnock Region community
- To develop a new service delivery system which shall be locally managed and which will reflect the culture and the values of the community;
- To facilitate and promote the functions of, help carry out the purposes of, and uphold the activities of health care and community service facilities for the effective delivery of a continuum of health care services to persons in the Monadnock Region;
- To provide the members of the Monadnock Region with access to information and knowledge that enables the community members to make informed choices regarding the supportive care options available;
- To conduct outreach and to inform and assist individuals in the Monadnock Region in identifying and locating services from a variety of voluntary, public and private agencies based upon need;
- To develop and facilitate an educational curriculum to assist individuals in maintaining their independence and improving their quality of life.

*Financial Statements*

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**MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC**

**FOR THE YEARS ENDED  
JUNE 30, 2017 AND 2016  
AND  
INDEPENDENT AUDITORS' REPORT**

*Financial Statements*

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**MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC**

**FOR THE YEARS ENDED  
JUNE 30, 2017 AND 2016  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC

FINANCIAL STATEMENTS

JUNE 30, 2017 and 2016

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To the Board of Directors and  
Partners of Monadnock Collaborative  
and Pilot Health, LLC  
Keene , New Hampshire

## INDEPENDENT AUDITORS' REPORT

### *Report on Financial Statements*

We have audited the accompanying combining financial statements of Monadnock Collaborative and Pilot Health, LLC which comprise the combining statement of financial position as of June 30, 2017 and 2016 and the related combining statements of activities, cash flows and functional expenses for the year ended June 30, 2017, and the related notes to the combining financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of the combining financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these combining financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combining financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Collaborative and Pilot Health, LLC as of June 30, 2017 in conformity with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Monadnock Collaborative and Pilot Health, LLC's 2016 combining financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 3, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived

*Leon, McDonnell & Roberts  
Professional Association*

North Conway, New Hampshire  
August 21, 2017



MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC  
COMBINING STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2017  
WITH COMPARATIVE TOTALS FOR 2016

ASSETS

	<u>Monadnock Collaborative</u>	<u>Pilot Health, LLC</u>	<u>Eliminations</u>	<u>2017 Combined</u>	<u>2016 Combined</u>
<b>CURRENT ASSETS</b>					
Cash	\$ 203,330	\$ 182,970	\$ -	\$ 386,300	\$ 323,453
Accounts receivable	66,815	-	-	66,815	93,899
Prepaid expenses	26,244	-	-	26,244	18,845
Due from affiliate	290,265	-	(290,265)	-	-
Total current assets	<u>586,654</u>	<u>182,970</u>	<u>(290,265)</u>	<u>479,359</u>	<u>436,197</u>
<b>PROPERTY AND EQUIPMENT</b>					
Equipment, furniture and fixtures	7,708	29,910	-	37,618	37,618
Less accumulated depreciation	(5,489)	(29,910)	-	(35,399)	(33,919)
Total property and equipment	<u>2,219</u>	<u>-</u>	<u>-</u>	<u>2,219</u>	<u>3,699</u>
<b>NONCURRENT ASSETS</b>					
Security deposits	-	2,330	-	2,330	2,980
Total noncurrent assets	<u>-</u>	<u>2,330</u>	<u>-</u>	<u>2,330</u>	<u>2,980</u>
Total assets	<u>\$ 588,873</u>	<u>\$ 185,300</u>	<u>\$ (290,265)</u>	<u>\$ 483,908</u>	<u>\$ 442,876</u>
<b><u>LIABILITIES, NET ASSETS AND PARTNERS' CAPITAL</u></b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 4,333	\$ 13,182	\$ -	\$ 17,515	\$ 21,070
Accrued salaries, wages and related expenses	19,944	10,328	-	30,270	34,468
Refundable advance	-	-	-	-	1,242
Due to affiliate	-	290,265	(290,265)	-	-
Total current liabilities	<u>24,277</u>	<u>313,773</u>	<u>(290,265)</u>	<u>47,785</u>	<u>56,780</u>
<b>NET ASSETS AND PARTNERS' CAPITAL</b>					
Unrestricted net assets	564,598	-	-	564,596	538,972
Partners' capital	-	(128,473)	-	(128,473)	(152,876)
Total net assets and partners' capital	<u>564,598</u>	<u>(128,473)</u>	<u>-</u>	<u>436,123</u>	<u>386,096</u>
Total liabilities and net assets	<u>\$ 588,873</u>	<u>\$ 185,300</u>	<u>\$ (290,265)</u>	<u>\$ 483,908</u>	<u>\$ 442,876</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC

COMBINING STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH COMPARATIVE TOTALS FOR 2016

	Monadnock Collaborative	Pilot Health, LLC	Eliminations	2017 Combined	2016 Combined
<b>REVENUE AND SUPPORT</b>					
Grants	\$ 703,719	\$ 589,248	\$ -	\$ 1,292,967	\$ 1,486,170
Contributions	-	-	-	-	1,505
Other revenue and support	9,656	-	-	9,656	35,892
	<u>713,375</u>	<u>589,248</u>	<u>-</u>	<u>1,302,623</u>	<u>1,523,567</u>
Net assets released from restrictions	-	-	-	-	-
Total revenue and support	<u>713,375</u>	<u>589,248</u>	<u>-</u>	<u>1,302,623</u>	<u>1,523,567</u>
<b>EXPENSES</b>					
Program services					
Service Link	613,162	-	-	613,162	624,223
Monadnock Voices for Prevention	3,211	-	-	3,211	186,875
Other	-	564,845	-	564,845	547,847
Total program services	<u>616,373</u>	<u>564,845</u>	<u>-</u>	<u>1,181,218</u>	<u>1,356,945</u>
Supporting activities					
Management and general	71,378	-	-	71,378	61,853
Total supporting activities	<u>71,378</u>	<u>-</u>	<u>-</u>	<u>71,376</u>	<u>61,853</u>
Total expenses	<u>687,751</u>	<u>564,845</u>	<u>-</u>	<u>1,252,596</u>	<u>1,420,798</u>
<b>INCREASE IN NET ASSETS</b>	25,624	24,403	-	50,027	102,769
<b>NET ASSETS/PARTNERS' CAPITAL - BEGINNING OF YEAR</b>	<u>538,972</u>	<u>(152,876)</u>	<u>-</u>	<u>386,096</u>	<u>283,327</u>
<b>NET ASSETS/PARTNERS' CAPITAL - END OF YEAR</b>	<u>\$ 564,596</u>	<u>\$ (128,473)</u>	<u>\$ -</u>	<u>\$ 436,123</u>	<u>\$ 386,096</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC  
COMBINING STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH COMPARATIVE TOTALS FOR 2016

	<u>Monadnock Collaborative</u>	<u>Pilot Health, LLC</u>	<u>Eliminations</u>	<u>2017 Combined</u>	<u>2016 Combined</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Increase in net assets:	\$ 25,624	\$ 24,403	\$ -	\$ 50,027	\$ 102,769
Adjustments to reconcile increase in net assets to net cash provided by operating activities:					
Depreciation	1,480	-	-	1,480	2,467
Decrease (increase) in assets:					
Accounts receivable	27,084	-	-	27,084	74,564
Prepaid expenses	(7,399)	-	-	(7,399)	(18,845)
Security deposits	-	650	-	650	-
Due from affiliate	(13,486)	-	13,486	-	-
Increase (decrease) in liabilities:					
Accounts payable	(13,408)	9,853	-	(3,555)	6,222
Accrued salaries, wages and related expenses	2,727	(6,925)	-	(4,198)	(11,075)
Refundable advance	(1,242)	-	-	(1,242)	1,242
Due to affiliate	-	13,486	(13,486)	-	-
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>21,380</u>	<u>41,487</u>	<u>-</u>	<u>62,847</u>	<u>157,344</u>
<b>NET INCREASE IN CASH</b>	21,380	41,467	-	62,847	157,344
<b>CASH AT BEGINNING OF YEAR</b>	<u>181,950</u>	<u>141,503</u>	<u>-</u>	<u>323,453</u>	<u>166,109</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 203,330</u>	<u>\$ 182,970</u>	<u>\$ -</u>	<u>\$ 386,300</u>	<u>\$ 323,453</u>

See Notes to Financial Statements

**MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC**  
COMBINING STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH COMPARATIVE TOTALS FOR 2016

	PROGRAM SERVICES							
	Monadnock Collaborative	Monadnock Collaborative	Monadnock Collaborative	Pilot Health, LLC	Total Program Services Combined	Monadnock Collaborative		
	Service Link	Monadnock Voices for Prevention	Total	Total		Management and General	2017 Combined	2016 Combined
<b>PERSONNEL COSTS</b>								
Salaries and wages	\$ 402,852	\$ 1,500	\$ 404,352	\$ 361,537	\$ 765,889	\$ 9,114	\$ 775,003	\$ 806,124
Payroll taxes	29,207	-	29,207	28,191	57,398	683	58,081	63,628
Employee benefits	67,594	1,315	68,909	60,493	129,402	2,297	131,899	157,603
<b>Total personnel costs</b>	<b>499,653</b>	<b>2,815</b>	<b>502,468</b>	<b>450,221</b>	<b>952,689</b>	<b>12,094</b>	<b>964,783</b>	<b>1,027,355</b>
Rent	39,546	396	39,942	25,334	65,276	-	65,276	62,227
Travel	20,137	-	20,137	30,620	50,757	-	50,757	59,028
Administrative expenses	6,928	-	6,928	1,824	6,752	-	8,752	24,167
Office supplies	7,574	-	7,574	25,520	33,094	-	33,094	21,844
Telephone	14,767	-	14,767	15,751	30,518	-	30,518	51,358
Subcontract services	-	-	-	-	-	25,250	25,250	42,997
IT services	-	-	-	-	-	22,497	22,497	12,284
Auditing	11,729	-	11,729	4,265	15,994	-	15,994	19,482
Insurance	-	-	-	2,140	2,140	5,057	7,197	13,351
Equipment rental	-	-	-	-	-	6,480	6,480	140
Advertising/Marketing	4,260	-	4,260	693	4,973	-	4,973	37,980
Development	3,582	-	3,582	558	4,140	-	4,140	23,506
Postage	2,097	-	2,097	1,129	3,226	-	3,226	3,431
Legal & Lobbying	1,389	-	1,389	1,048	2,437	-	2,437	10,000
Depreciation	1,480	-	1,480	-	1,480	-	1,480	2,467
Other	-	-	-	5,742	5,742	-	5,742	9,181
<b>Total functional expenses</b>	<b>\$ 613,162</b>	<b>\$ 3,211</b>	<b>\$ 616,373</b>	<b>\$ 564,845</b>	<b>\$ 1,181,218</b>	<b>\$ 71,378</b>	<b>\$ 1,252,596</b>	<b>\$ 1,420,798</b>

See Notes to Financial Statements

**MONADNOCK COLLABORATIVE  
AND  
PILOT HEALTH, LLC**

**NOTES TO COMBINING  
FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30, 2017**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

The Monadnock Collaborative (the Collaborative) is a not-for-profit corporation located in Keene, New Hampshire. The Collaborative's purpose is to support the efforts of local projects and initiatives aimed at identifying and addressing the unmet healthcare needs of residents in the Monadnock Region of New Hampshire. Major programs include information and referral, education, and service program management.

Pilot Health, LLC (Pilot Health) is a limited liability company located in Keene, New Hampshire. Pilot Health provides case management services in an effort to support the unmet healthcare needs of the residents in the Monadnock Region of New Hampshire.

**Principle of Combination**

The combining financial statement include the accounts of Monadnock Collaborative and Pilot Health, collectively referred to as the Organization, which is affiliated by common ownership and control. All material inter-company transactions have been eliminated.

**Basis of Accounting**

The combining financial statements of the Organization have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The financial statement presentation follows the recommendations of ASC 958, Financial Statements of Not-for-Profit Organizations. Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. For the year ended June 30, 2017, the Organization had only unrestricted net assets.

The combining financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's combining financial statements for the year ended June 30, 2016 from which the summarized information was derived.

### **Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the combining statement of activities and in the combining statement of functional expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Use of Estimates**

In preparing financial statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the reporting period. Actual results could differ from those estimates.

### **Fair Value of Financial Instruments**

The Company's financial instruments consist of cash, trade receivables and payables, notes payable, deferred revenue and tenant deposits. The carrying value for all such investments, considering the terms, approximate fair value at June 30, 2017.

### **Accounts receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding, after management has used reasonable collection efforts, are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at June 30, 2017. The Organization has no policy for charging interest on overdue accounts.

### **Accrued Earned Time**

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

### **Income Taxes**

The Collaborative is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Collaborative to be other than a private foundation.

Pilot Health, LLC is taxed as a partnership. Federal income taxes are not payable by, or provided for Pilot Health. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

The Organization follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires them to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2017, the Organization determined they had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Organization is no longer subject to examinations by the United States Federal or State tax authorities before 2013.

**2. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through August 21, 2017, the date the financial statements were available for issuance.

**3. CONCENTRATION OF RISK**

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2017. The Collaborative has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. There were no uninsured cash balances at June 30, 2017.

For the year ended June 30, 2017, approximately 98% of the total revenue was derived from grants from federal, state and other sources. The future existence of the Collaborative and Pilot Health is dependent upon continued support from grant sources.

**4. PROPERTY AND EQUIPMENT**

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. The Organization depreciates the assets using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Equipment, furniture and fixtures	3 - 10 Years
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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.

5. **LEASE COMMITMENTS**

The Organization has entered into two rental lease agreements to rent office space. Rent expense under these agreements aggregated \$65,276 for the year ended June 30, 2017. The future minimum lease payments on the above leases for the year ended June 30, 2018 approximates \$63,000.

6. **RELATED PARTY TRANSACTIONS**

The Collaborative was formed in part by the actions of Pilot Health, LLC and one of its partners, Monadnock Family Services. The Collaborative's board initially consisted of employees of the entities that are the members of Pilot Health, LLC. Prior to July 1, 2007, Monadnock Family Services was providing payroll, computer, and administrative services to the Collaborative. Pilot Health, LLC shares office space, purchasing, payroll and employee benefits with the Collaborative. As of June 30, 2017, Pilot Health, LLC owed the Collaborative \$290,265, which has been eliminated in combination. Management has determined that amounts due from Pilot Health, LLC, are fully collectible and as such has not established an allowance for bad debt.

7. **COMMITMENTS AND CONTINGENCIES**

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

8. **RECLASSIFICATIONS**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.



Pilot Health, LLC  
Board of Directors  
2018

***Alan Green, Chair***

Executive Director  
Monadnock Developmental Services  
121 Railroad St  
Keene, NH 03431  
603-352-1304

***Josh Meehan***

Executive Director  
Keene Housing Authority  
831 Court St  
Keene, NH 03431  
603-283-5447

***John Manning, Treasurer***

Chief Executive Officer  
Southwestern Community Services  
63 Community Way  
Keene, NH 03431  
603-352-7512

***Chris Coates***

County Administrator  
Cheshire County Administration  
12 Court St  
Keene, NH 03431  
603-352-8215

***Phil Wyzik***

Chief Executive Officer  
Monadnock Family Services  
64 Main St  
Keene, NH 03431  
603-357-4400

**MONADNOCK SERVICELINK****KEY PERSONNEL****NAME****TITLE**

Maryanne Ferguson

Executive Director

Richard Skeels

Financial Director (contracted)

Jennifer Seher

ServiceLink Program Director

# MARYANNE B. FERGUSON

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## PROFILE

- Demonstrates strong leadership skills.
- Meets and exceed organization/program goals and objectives.
- Builds strong personal and community relations.
- Experienced at facilitation and strategic planning.
- Accomplished public speaker.
- Skilled at meeting management.

## AREAS OF EXPERTISE

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- Management**
- Administers all planning and day to day activities of community-wide health program.
  - Manages assessments, action plans, policy development, environmental changes and evaluations.
  - Develops and maintains budgets and reporting.
  - Oversees customer service satisfaction.
  - Hires, trains and supervises staff members and reviews staff performance.
  - Provides professional development and directs trainings to support staff needs.
  - Promotes and recognizes staff and team efforts.
  - Assures regulations compliance, research protocol and grant guidelines.
  - Collects and analyzes data to evaluate performance measures.
  - Conducts surveys to improve quality, processes and performance.
  - Conducts leadership rounding to access the organizational culture and provide support.
  - Coordinates regular meetings with different teams, programs and committees to achieve goals.
  - Represents the program at state and regional meetings.
  - Aligns community partners and best practice strategies to address community health indicators.
  - Serves on community boards and committees.

## SELECTED ACCOMPLISHMENTS

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- Recipient of the 2016 New Hampshire Public Health Association (NHPHA) annual award.
- Chair for ReThink Health Strategy Study Group 2015-2016
- Authored an article in the New Hampshire Medical Association news booklet, November 2014.
- Recognized by the Center for Disease Control and Prevention (CDC) for community health efforts.
- Panelist for the 2011 NH Business Review/MVP Annual Healthcare Forum, Concord, NH.
- Serves on the Multi Agency Coordinated Entity (MACE) for emergency preparedness.
- Trained Motivational Interviewer.
- Certified as a Center for Disease Control and Prevention Diabetes Prevention (PDP) Lifestyle Coach
- Certified as a Tobacco Treatment Specialist, (TTS), University of Massachusetts, Worcester, MA

## EMPLOYMENT/EXPERIENCE HISTORY

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2008 – present	Cheshire Medical Center/ Dartmouth-Hitchcock, Keene; <i>The Center for Population Health, Program Manager</i>	Keene, NH
2003 – 2007	River Valley Community College; <i>Adjunct Faculty, Pathology</i>	Keene, NH
1995 – 2001	The Keene Montessori School; <i>Executive Director</i>	Keene, NH

## EDUCATION

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Norwich University, <i>Masters of Public Administration candidate–Healthcare Management</i>	Northfield, VT
Keene State College, <i>Bachelor of Science – Health Science</i>	Keene, NH
Southern New Hampshire University, <i>Associate of Science, Business Administration</i>	Manchester, NH

## Resume

Richard J. Skeels

### Experience

July, 2015 - Present

Finance Director (Contracted) – Monadnock Collaborative, Keene, NH

Provide financial management, budgeting work, audit preparation, Federal and State filings, and supervision of bookkeeping function.

May, 1996 – Dec., 2014

CFO – Home Healthcare, Hospice & Community Services, Keene, NH

Provided primary financial leadership for management, staff, and Board of Directors of a large non-profit organization in Southwestern New Hampshire. Provided audit coordination and responses, state contract compliance, Medicare reporting, accounts receivables management and budgeting work for managers and agency leadership. Supervised accounting, payroll, payables, state billing staff, accounts receivable staff, and Information System

Sept., 1983 – May, 1996

CFO – Healthcare and Rehabilitation Services of Southeastern Vermont, Bellows Falls, VT

Responsible for all financial management functions of a community mental health center. Budgeting, accounting, information systems, financial reporting, receivables management, and coordination with State contracting staff were primary activities.

1980 – 1983

Budget Analyst – Raytheon Company, Sudbury, Mass.

Responsible for monitoring and reporting activity related to various contracts within the computer section of the Equipment Development Lab. Also provided budget and other administrative support to the Marketing Department.

1977 – 1980 Contract Officer – Dept. of Mental Health, Central Mass. Region, Shrewsbury, Mass.

1975 – 1977 Alternative School Education Coordinator, Milford Assistance Program, Milford, Mass

### Education:

MBA Boston College, 1983, BA Clark University, 1971

# Jennifer L. Seher

## **SOCIAL SERVICE EXPERIENCE**

**Monadnock Collaborative, Keene, NH, May 2001 to present**

*Program Director, ServiceLink Resource Centers, Monadnock Region and Sullivan County, and The Community Network Team (2011 to present)*

*Program Director, Monadnock ServiceLink Resource Center & Community Network Team (2005 to 2011)*

*Coordinator, Community Network Team (2001 to 2004)*

Responsible for program management, program planning and outreach, supervision of staff and volunteers, collaboration with other agencies, and reporting related to state contract with NH Bureau of Elderly and Adult Services. Work in conjunction with community partners to develop and contribute to collaborative projects. Working with ServiceLink Program partners in four western NH counties, developed and received a three year grant from Harry & Jeannette Weinberg Foundation for \$650,000 to augment family caregiver work in western NH.

**Health Care and Rehabilitation Services, Springfield, VT, December 1996-April 2001**

*Therapeutic Case Manager (2000-2001)*

*Therapeutic Foster Care/Social Support Services (1996-2000)*

Coordinated implementation of treatment plans for children and teens. Provided supportive counseling to foster and biological families. Coordinated with Vermont Department of Mental Health on developing and managing Medicaid waivers and individualized service budgets.

## **OTHER PROFESSIONAL EXPERIENCE**

**Worldwatch Institute, Washington, DC**

*Designer, World Watch Magazine, 1995 -1996*

**Freelance Writing, Layout and Design, Washington DC, 1993-1995**

**National Parks and Conservation Association (NPCA), Washington DC**

*Deputy Director of Grassroots Program, 1991-1993*

Managed grassroots program for 300,000 member national non-profit organization. Oversaw the budgeting and administration of six regional offices and one chapter. Built a three tier activist program; increased membership 80 percent in one and one half years.

*Project Manager, 1989-1992*

Managed the development of a congressionally mandated national trail plan. Facilitated and mediated community planning meetings/focus groups in cities across the country. Co-wrote several Congressional reports; presented findings before Congress and at conferences.

**American Trails, Washington, DC**

*Intern promoted to Program Assistant, 1988-1989*

**Center for Environmental Management, Medford, MA**

*Training Coordinator, 1987-1988*

**Thompson Island Education Center, Boston, MA**

*Youth Adventure-based Environmental Science Instructor, 1987-1988*

## **EDUCATION**

**University of New Hampshire**, current MPA student

**Tufts University**, Medford, MA 1988. BS in Geology with a concentration in environmental studies.

## **HONORS**

Citation from Governor of NH, John Lynch, December 28, 2005

(For dedication and work on behalf of NH citizens after floods in October 2005.)

## **VOLUNTEER ACTIVITIES**

- KMS Outdoor Classroom, current
- Cheshire Housing Trust Garden Tour, current
- Cheshire County UNH Cooperative Extension Advisory Board Member
- Franklin Elementary School, PTC, current
- Lily Garden Learning Center, Board Chair, 2005-2007
- Educational Surrogate, State of Vermont, 1999-2004
- Taught Life Skills classes to high school students, Washington, DC, 1993-1995
- Naturalist, Huntley Meadows, Fairfax, VA 1993
- NPCA Volunteer Coordinator, Martha's Table, Washington, DC, 1991-1993



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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
Commissioner

Maureen Ryan  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
		<b>TOTAL:</b>	<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a sing point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.



Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

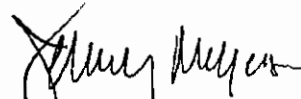
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59

545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	<b>\$96,724.05</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	<b>\$67,892.85</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	<b>\$162,756.84</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	<b>\$99,979.19</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	<b>\$108,814.56</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	<b>\$133,925.61</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	<b>\$195,773.21</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	<b>\$64,172.69</b>

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
(86% Federal Funds; 14% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		Subtotal	\$27,000.00

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		Subtotal	\$13,500.00

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		Subtotal	\$33,500.00

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		Subtotal	\$42,000.00

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		Subtotal	\$20,250.00

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		Subtotal	\$40,500.00

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		Subtotal	\$33,750.00

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		Subtotal	\$13,500.00

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		Subtotal	\$10,245.00

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**



Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-07)

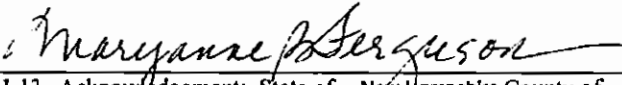
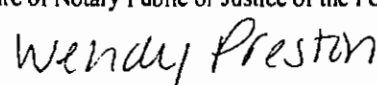
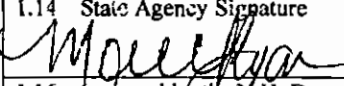
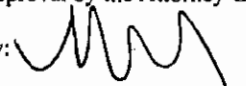
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Collaborative		1.4 Contractor Address 105 Castle Street Keene, NH 03431	
1.5 Contractor Phone Number 603-357-1922	1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$1,085,069.40
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Maryanne Ferguson, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Cheshire</u>  On <u>November 4, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">                       [Seal]                 </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>WENDY PRESTON</b>                      Notary Public, State of New Hampshire                      My Commission Expires October 17, 2017</p> </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace  <u>Wendy Preston - Office Manager - Human Resources</u>			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  <u>Maureen Ryan Director, OHS</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Date: <u>11/18/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>Megan A. Vade - Attorney 11/29/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:

*[Handwritten Signature]*  
11/4/2016





Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
- 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
- 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
- 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
- 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
- 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
- 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
- 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.

2.2. Required Services

- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
  - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
  - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
  - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
  - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
  - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
  - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
  - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
  - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
- 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:

*mat*  
11/4/2014



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.

Exhibit A

Contractor Initials

Page 4 of 15

Date

11/14/2016



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.

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11/4/2016



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
  - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

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11/4/2016



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.

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Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include:
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.





Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

**4. Performance Measures**

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

**5. Staffing**

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.

*[Handwritten Signature]*  
11/4/2016



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
  - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
  - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:

Contractor Initials *MJA*  
Date *11/4/2016*



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

**6. Deliverables**

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.

*[Handwritten Signature]*  
11/4/2014



## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must;
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301

*[Handwritten Signature]*  
11/4/2016

New Hampshire Department of Health and Human Services  
Service Link Resource Centers

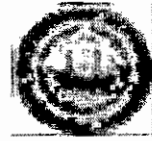


Exhibit B

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5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
  6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
  7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
  9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

*[Handwritten Signature]*  
Date 11/4/2016

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Monadnock Collaborative - Monadnock Region

Budget Request for: Improving Access to Information and Services for  
 Individuals and Families Needing Long Term Supports  
 and Services:

RFP-2017-OHS-01-SERVI

Budget Period: State Fiscal Year 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 127,576.70	\$ 19,136.51	\$ 146,713.21	\$ 15,081.25	\$ 2,262.19	\$ 17,343.44	\$ 112,495.45	\$ 16,874.32	\$ 129,369.77
2. Employee Benefits	\$ 35,666.95	\$ 5,350.04	\$ 41,016.99	\$ 4,373.56	\$ 656.03	\$ 5,029.59	\$ 31,293.39	\$ 4,694.01	\$ 35,987.40
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,041.00	\$ 434.00	\$ 3,475.00	\$ -	\$ 434.00	\$ 434.00	\$ 3,041.00	\$ -	\$ 3,041.00
6. Travel	\$ 3,644.00	\$ -	\$ 3,644.00	\$ -	\$ -	\$ -	\$ 3,644.00	\$ -	\$ 3,644.00
7. Occupancy	\$ 15,008.83	\$ -	\$ 15,008.83	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 12,608.83	\$ -	\$ 12,608.83
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,915.00	\$ -	\$ 4,915.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 3,915.00	\$ -	\$ 3,915.00
Postage	\$ 895.00	\$ -	\$ 895.00	\$ -	\$ -	\$ -	\$ 895.00	\$ -	\$ 895.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ -	\$ 1,620.00	\$ -	\$ 1,620.00
11. Staff Education and Training	\$ 1,325.00	\$ -	\$ 1,325.00	\$ -	\$ -	\$ -	\$ 1,325.00	\$ -	\$ 1,325.00
12. Subcontracts/Agreements: IT services	\$ 9,350.16	\$ -	\$ 9,350.16	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 3,350.16	\$ -	\$ 3,350.16
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 206,042.64</b>	<b>\$ 24,920.55</b>	<b>\$ 230,963.19</b>	<b>\$ 31,854.81</b>	<b>\$ 3,352.22</b>	<b>\$ 35,207.03</b>	<b>\$ 174,187.83</b>	<b>\$ 21,568.33</b>	<b>\$ 195,756.16</b>

Indirect As A Percent of Direct

12.1%

0.105234343

0.123822256



New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports  
Budget Request for: and Services:

RFP-2017-OHS-01-SERVI

Budget Period: State Fiscal Year 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 85,788.51	\$ 12,868.28	\$ 98,656.79	\$ 12,065.00	\$ 1,809.75	\$ 13,874.75	\$ 73,723.51	\$ 11,058.53	\$ 84,782.04
2. Employee Benefits	\$ 21,929.73	\$ 3,289.74	\$ 25,219.47	\$ 3,498.85	\$ 524.83	\$ 4,023.68	\$ 18,430.88	\$ 2,764.91	\$ 21,195.79
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 7,225.00	\$ -	\$ 7,225.00	\$ 7,225.00	\$ -	\$ 7,225.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 8.00	\$ -	\$ 8.00	\$ 8.00	\$ -	\$ 8.00	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ -	\$ -
Office	\$ 3,966.00	\$ -	\$ 3,966.00	\$ 2,733.00	\$ -	\$ 2,733.00	\$ 1,233.00	\$ -	\$ 1,233.00
6. Travel	\$ 5,976.00	\$ -	\$ 5,976.00	\$ 3,738.00	\$ -	\$ 3,738.00	\$ 2,238.00	\$ -	\$ 2,238.00
7. Occupancy	\$ 11,190.00	\$ 2,100.00	\$ 13,290.00	\$ 3,500.00	\$ 2,100.00	\$ 5,600.00	\$ 7,690.00	\$ -	\$ 7,690.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 8,278.00	\$ -	\$ 8,278.00	\$ 5,416.83	\$ -	\$ 5,416.83	\$ 2,861.17	\$ -	\$ 2,861.17
Postage	\$ 380.00	\$ -	\$ 380.00	\$ 190.00	\$ -	\$ 190.00	\$ 190.00	\$ -	\$ 190.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,750.00	\$ -	\$ 2,750.00	\$ 2,125.00	\$ -	\$ 2,125.00	\$ 625.00	\$ -	\$ 625.00
11. Staff Education and Training	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 1,625.00	\$ -	\$ 1,625.00	\$ 625.00	\$ -	\$ 625.00
12. Subcontracts/Agreements IT Services	\$ 5,514.24	\$ -	\$ 5,514.24	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 2,014.24	\$ -	\$ 2,014.24
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 157,265.48</b>	<b>\$ 19,808.02</b>	<b>\$ 176,863.50</b>	<b>\$ 47,624.68</b>	<b>\$ 5,784.58</b>	<b>\$ 53,409.26</b>	<b>\$ 109,630.80</b>	<b>\$ 13,823.44</b>	<b>\$ 123,454.24</b>

Indirect As A Percent of Direct

.12.5%

0.121461761

0.126080843

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Monadnock Region

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports and  
Budget Request for: Services:

(Name of RFP)

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 212,286.26	\$ 31,842.94	\$ 244,129.20	\$ -	\$ -	\$ -	\$ 212,286.26	\$ 31,842.94	\$ 244,129.20
2. Employee Benefits	\$ 54,133.00	\$ 8,119.95	\$ 62,252.95	\$ -	\$ -	\$ -	\$ 54,133.00	\$ 8,119.95	\$ 62,252.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,116.00	\$ -	\$ 1,116.00	\$ -	\$ -	\$ -	\$ 1,116.00	\$ -	\$ 1,116.00
Purchase/Depreciation	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 8,897.00	\$ -	\$ 8,897.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 7,897.00	\$ -	\$ 7,897.00
6. Travel	\$ 11,234.00	\$ -	\$ 11,234.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 10,234.00	\$ -	\$ 10,234.00
7. Occupancy	\$ 25,201.00	\$ 1,200.00	\$ 26,401.00	\$ 2,200.00	\$ 1,200.00	\$ 3,400.00	\$ 23,001.00	\$ -	\$ 23,001.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 11,637.00	\$ -	\$ 11,637.00	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 8,237.00	\$ -	\$ 8,237.00
Postage	\$ 464.00	\$ -	\$ 464.00	\$ -	\$ -	\$ -	\$ 464.00	\$ -	\$ 464.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 6,239.99	\$ -	\$ 6,239.99	\$ 3,339.14	\$ -	\$ 3,339.14	\$ 2,900.85	\$ -	\$ 2,900.85
11. Staff Education and Training	\$ 2,650.00	\$ -	\$ 2,650.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 1,400.00	\$ -	\$ 1,400.00
12. Subcontracts/Agreements IT Services	\$ 21,105.00	\$ -	\$ 21,105.00	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 12,105.00	\$ -	\$ 12,105.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 354,963.25</b>	<b>\$ 47,162.89</b>	<b>\$ 402,126.14</b>	<b>\$ 21,189.14</b>	<b>\$ 7,200.00</b>	<b>\$ 28,389.14</b>	<b>\$ 333,774.11</b>	<b>\$ 39,982.89</b>	<b>\$ 373,737.00</b>

Indirect As A Percent of Direct

13.3%

0.339796707

0.119730347

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for  
Individuals and Families Needing Long Term  
Budget Request for: Supports and Services:  
(Name of RFP)

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 139,789.34	\$ 20,968.40	\$ 160,757.74	\$ -	\$ -	\$ -	\$ 139,789.34	\$ 20,968.40	\$ 160,757.74
2. Employee Benefits	\$ 35,646.28	\$ 5,346.94	\$ 40,993.22	\$ -	\$ -	\$ -	\$ 35,646.28	\$ 5,346.94	\$ 40,993.22
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Purchase/Depreciation	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,950.00	\$ -	\$ 3,950.00	\$ 200.00	\$ -	\$ 200.00	\$ 3,750.00	\$ -	\$ 3,750.00
6. Travel	\$ 6,200.00	\$ -	\$ 6,200.00	\$ 500.00	\$ -	\$ 500.00	\$ 5,700.00	\$ -	\$ 5,700.00
7. Occupancy	\$ 10,400.00	\$ 3,600.00	\$ 14,000.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 10,400.00	\$ -	\$ 10,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 10,023.04	\$ -	\$ 10,023.04	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 6,623.04	\$ -	\$ 6,623.04
Postage	\$ 413.00	\$ -	\$ 413.00	\$ -	\$ -	\$ -	\$ 413.00	\$ -	\$ 413.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,125.00	\$ -	\$ 3,125.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,625.00	\$ -	\$ 1,625.00
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	\$ -	\$ 500.00	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements IT Services	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 4,500.00	\$ -	\$ 4,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 224,046.66</b>	<b>\$ 29,915.34</b>	<b>\$ 253,962.00</b>	<b>\$ 13,100.00</b>	<b>\$ 3,600.00</b>	<b>\$ 16,700.00</b>	<b>\$ 210,946.66</b>	<b>\$ 26,315.34</b>	<b>\$ 237,262.00</b>

Indirect As A Percent of Direct

13.4%

0.27480916

Contractor Initials: *[Signature]*  
Date: *11/14/2016*

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Monadnock Region

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports and  
Budget Request for: Services:

(Name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 53,071.58	\$ 9,528.91	\$ 62,600.49	\$ -	\$ -	\$ -	\$ 53,071.58	\$ 9,528.91	\$ 62,600.49
2. Employee Benefits	\$ 16,199.15	\$ 2,782.45	\$ 18,981.60	\$ -	\$ -	\$ -	\$ 16,199.15	\$ 2,782.45	\$ 18,981.60
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,077.00	\$ -	\$ 2,077.00	\$ 2,077.00	\$ -	\$ 2,077.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,099.00	\$ -	\$ 4,099.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,599.00	\$ -	\$ 1,599.00
6. Travel	\$ 4,708.00	\$ -	\$ 4,708.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 1,708.00	\$ -	\$ 1,708.00
7. Occupancy	\$ 9,000.00	\$ 600.00	\$ 9,600.00	\$ 4,065.09	\$ 600.00	\$ 4,665.09	\$ 4,934.91	\$ -	\$ 4,934.91
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,934.00	\$ -	\$ 2,934.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 1,684.00	\$ -	\$ 1,684.00
Postage	\$ 116.00	\$ -	\$ 116.00	\$ -	\$ -	\$ -	\$ 116.00	\$ -	\$ 116.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,360.00	\$ -	\$ 1,360.00	\$ 600.00	\$ -	\$ 600.00	\$ 760.00	\$ -	\$ 760.00
11. Staff Education and Training	\$ 1,062.00	\$ -	\$ 1,062.00	\$ 500.00	\$ -	\$ 500.00	\$ 562.00	\$ -	\$ 562.00
12. Subcontracts/Agreements IT Services	\$ 2,657.00	\$ -	\$ 2,657.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,657.00	\$ -	\$ 1,657.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 97,883.73</b>	<b>\$ 13,911.36</b>	<b>\$ 111,795.09</b>	<b>\$ 15,592.09</b>	<b>\$ 1,600.00</b>	<b>\$ 17,192.09</b>	<b>\$ 82,291.64</b>	<b>\$ 12,311.36</b>	<b>\$ 94,603.00</b>

Indirect As A Percent of Direct

14.2%

0.102616134

0.149606448

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for  
Individuals and Families Needing Long Term Supports

Budget Request for: and Services:

(Name of RFP)

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 34,947.34	\$ 5,242.10	\$ 40,189.44	\$ -	\$ -	\$ -	\$ 34,947.34	\$ 5,242.10	\$ 40,189.44
2. Employee Benefits	\$ 8,911.57	\$ 1,336.74	\$ 10,248.31	\$ -	\$ -	\$ -	\$ 8,911.57	\$ 1,336.74	\$ 10,248.31
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 920.00	\$ -	\$ 920.00	\$ -	\$ -	\$ -	\$ 920.00	\$ -	\$ 920.00
6. Travel	\$ 1,650.00	\$ -	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00	\$ -	\$ 1,650.00
7. Occupancy	\$ 4,000.00	\$ 1,050.00	\$ 5,050.00	\$ 2,264.75	\$ -	\$ 2,264.75	\$ 1,735.25	\$ 1,050.00	\$ 2,785.25
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,350.00	\$ -	\$ 2,350.00	\$ 500.00	\$ -	\$ 500.00	\$ 1,850.00	\$ -	\$ 1,850.00
Postage	\$ 103.00	\$ -	\$ 103.00	\$ -	\$ -	\$ -	\$ 103.00	\$ -	\$ 103.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 721.00	\$ -	\$ 721.00	\$ -	\$ -	\$ -	\$ 721.00	\$ -	\$ 721.00
11. Staff Education and Training	\$ 590.00	\$ -	\$ 590.00	\$ -	\$ -	\$ -	\$ 590.00	\$ -	\$ 590.00
12. Subcontracts/Agreements	\$ 3,200.00	\$ -	\$ 3,200.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,200.00	\$ -	\$ 1,200.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 58,392.91</b>	<b>\$ 7,628.84</b>	<b>\$ 66,021.75</b>	<b>\$ 5,764.75</b>	<b>\$ -</b>	<b>\$ 5,764.75</b>	<b>\$ 52,628.16</b>	<b>\$ 7,628.84</b>	<b>\$ 60,257.00</b>

Indirect As A Percent of Direct

13.1%

0

0.14495731



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services  
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*mpj*  
11/4/2016



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*[Handwritten Signature]*  
11/4/2014

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

11/4/2014  
Date

*Maryanne B. Ferguson*  
Name: Maryanne B. Ferguson  
Title: Executive Director

Contractor Initials MBF  
Date 11/4/2014



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

11/4/2016  
Date

Maryanne B. Ferguson  
Name: Maryanne B. Ferguson  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/4/2016  
Date

Maryanne B. Ferguson  
Name: Maryanne B. Ferguson  
Title: Executive Director

MRF  
Contractor Initials  
Date 11/4/2016





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

A handwritten signature in black ink, appearing to be "MPS", written over a horizontal line.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/2016  
Date

Maryanne B. Ferguson  
Name: Maryanne B. Ferguson  
Title: Executive Director

Exhibit G

Contractor Initials MBS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**NH Department of Health & Human Services  
Service Link Resource Center**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Service Link Resource Center Contract**

This 1<sup>st</sup> Amendment to the Service Link Resource Center contract (hereinafter referred to as "Amendment 1") dated this 29th day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, from September 30, 2018, to read:  
June 30, 2019.
2. Increase Form P-37, General Provisions, Block 1.8, Price Limitation, increase by \$145,712.69 to read:  
\$507,308.57.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:  
(603) 271-9330.
5. Exhibit A, Statement of Work, to read:
  - A.1 ServiceLink Network will increase collaboration with state and community programs serving Medicare Beneficiaries with limited income and in rural areas to include but not limited to:
    - i. NH Family Caregiver Program
    - ii. State Nutrition consultant for New Hampshire Meals on Wheels and Congregate Meals
  - A.2 ServiceLink Network will expand outreach to specific target populations to establish a consistent and continual presence including but not limited to:



NH Department of Health & Human Services  
Service Link Resource Center

- i. Parish Nurse
  - ii. SS Administration
  - iii. Low income housing sites and senior centers
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Item #3, in its entirety and replace with the following:  
Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 Amendment #1, and B-3 Amendment #1.
  7. Delete Exhibit B-2, Budget, in its entirety and replace with Exhibit B-2, Budget – Amendment #1.
  8. Delete Exhibit B-3, Budget, in its entirety and replace with Exhibit B-3, Budget – Amendment #1.
  9. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

Christine Tappan  
Associate Commissioner

6/5/18  
Date

Tri-County Community Action Program, Inc.

NAME Jeanne L. Robillard  
TITLE Chief Executive Officer

5-31-18  
Date

Acknowledgement:

State of New Hampshire, County of Coos on May 31, 2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kristen Partridge Administrative Assistant  
Name and Title of Notary or Justice of the Peace





NH Department of Health & Human Services  
Service Link Resource Center

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.  
OFFICE OF THE ATTORNEY GENERAL

Date: 4/7/16

Name: [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-2 Amendment #1**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services  
*(Name of RFP)*

Budget Period: FY18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH9 contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 129,645.00	\$ -	\$ 129,645.00	\$ -	\$ -	\$ -	\$ 129,645.00	\$ -	\$ 129,645.00
2. Employee Benefits	\$ 33,832.00	\$ -	\$ 33,832.00	\$ -	\$ -	\$ -	\$ 33,832.00	\$ -	\$ 33,832.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,511.00	\$ -	\$ 1,511.00	\$ -	\$ -	\$ -	\$ 1,511.00	\$ -	\$ 1,511.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ 7,188.00	\$ -	\$ 7,188.00	\$ -	\$ -	\$ -	\$ 7,188.00	\$ -	\$ 7,188.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Postage	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
10. Marketing/Communications	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
13. Other (specific details mandatory):	\$ 20,081.00	\$ -	\$ 20,081.00	\$ -	\$ -	\$ -	\$ 20,081.00	\$ -	\$ 20,081.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL:</b>	\$ 204,857.00	\$ -	\$ 204,857.00	\$ -	\$ -	\$ -	\$ 204,857.00	\$ -	\$ 204,857.00

Indirect As A Percent of Direct

0.0%

Contractor Initials:

Date: 5-31-18

**Exhibit B-3 Amendment #1**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

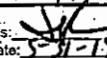
Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services  
*(Name of RFP)*

Budget Period: FY19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 131,943.69	\$ -	\$ 131,943.69	\$ -	\$ -	\$ -	\$ 31,917.00	\$ -	\$ 31,917.00
2. Employee Benefits	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 8,442.00	\$ -	\$ 8,442.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Purchase/Depreciation	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
6. Travel	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
7. Occupancy	\$ 9,788.00	\$ -	\$ 9,788.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ 165.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,170.00	\$ -	\$ 5,170.00
Indirect Rate 13%	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 196,281.69</b>	<b>\$ -</b>	<b>\$ 196,281.69</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,669.00</b>	<b>\$ -</b>	<b>\$ 51,669.00</b>

Indirect As A Percent of Direct 0.0%

Contractor Initials:   
Date: 5-11-19



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

*JK*

5-31-18





consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not



use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.



7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

*JR*



5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department

Handwritten initials, possibly "JK", written in black ink.



confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

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10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above,

*JH*



implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in

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accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0004079930



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on February 27<sup>nd</sup>, 2018:

(Date)

**RESOLVED:** That the Chief Executive Officer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 31 day of May, 2018.

(Date Contract Signed)

4. Jeanne L. Robillard is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

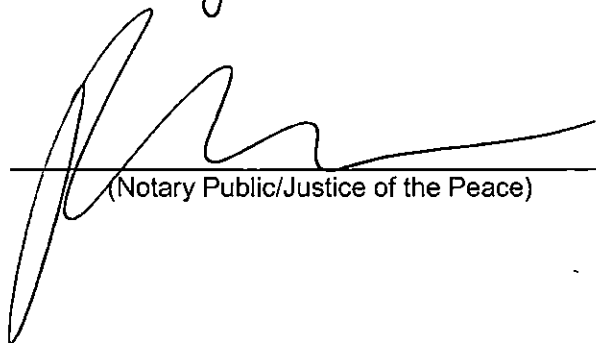
STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 31 day of May, 2018,

By Gary Coulombe.

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



Commission Expires November 22, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2018

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No. Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com															
<b>INSURED</b> Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Technology Ins. Co.</td> <td>42376</td> </tr> <tr> <td>INSURER B: Wesco Ins. Co.</td> <td>25011</td> </tr> <tr> <td>INSURER C: AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Technology Ins. Co.	42376	INSURER B: Wesco Ins. Co.	25011	INSURER C: AmGuard Ins Co	42390	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 17-18 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TPP1224751	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Crime/Employee Dishonesty \$ 600,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TPP1224751	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1565713	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRWC858263	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			TPP1224751	7/1/2017	7/1/2018	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE T Franggos/JSC
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## **MISSION STATEMENT**

**TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.**

***TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.  
...Helping people, changing lives.***

---

CEO: Jeanne L. Robillard DBO: Regan Pride CFO: Randall S. Pilotte  
30 Exchange Street, Berlin NH 03570 P: 603-752-7001  
[www.tccap.org](http://www.tccap.org) [FB@TriCountyCommunityActionProgram](mailto:FB@TriCountyCommunityActionProgram)

*Financial Statements*

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR YEARS ENDED JUNE 30, 2017 AND 2016  
AND  
INDEPENDENT AUDITORS' REPORTS**

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

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To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### ***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2017 and 2016, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2017, in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2016 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated November 16, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

## **Other Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 10, 2017, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 10, 2017  
North Conway, New Hampshire



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2017 AND 2016**

	<b><u>2017</u></b>	<b><u>2016</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 505,700	\$ 589,806
Accounts receivable	1,326,994	1,248,318
Pledges receivable	205,804	229,419
Inventories	65,641	88,880
Prepaid expenses	<u>45,345</u>	<u>40,992</u>
Total current assets	<u>2,149,484</u>	<u>2,197,415</u>
<b>PROPERTY</b>		
Property, plant, and equipment	13,544,469	13,388,060
Less accumulated depreciation	<u>(6,317,470)</u>	<u>(5,052,926)</u>
Property, net	<u>8,226,999</u>	<u>8,335,134</u>
<b>OTHER ASSETS</b>		
Restricted cash	942,687	787,761
Building refinance costs, net	<u>13,591</u>	<u>14,478</u>
Total other assets	<u>956,278</u>	<u>802,239</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 11,332,761</u></b>	<b><u>\$ 11,334,788</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 671,434	\$ 863,667
Current portion of long term debt	587,809	187,181
Current portion of capital lease obligations	4,057	2,718
Accounts payable	518,447	675,526
Accrued compensated absences	242,545	294,243
Accrued salaries	196,882	176,185
Accrued expenses	107,627	93,764
Refundable advances	197,548	233,329
Other liabilities	<u>645,311</u>	<u>510,910</u>
Total current liabilities	<u>3,171,860</u>	<u>3,047,723</u>
<b>LONG TERM DEBT</b>		
Long term debt, net of current portion	5,254,436	5,866,916
Capital lease obligations, net of current portion	<u>12,670</u>	<u>11,756</u>
Total liabilities	<u>8,438,766</u>	<u>8,926,395</u>
<b>NET ASSETS</b>		
Unrestricted	2,191,395	1,630,450
Temporarily restricted	<u>702,600</u>	<u>777,943</u>
Total net assets	<u>2,893,995</u>	<u>2,408,393</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 11,332,761</u></b>	<b><u>\$ 11,334,788</u></b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2017  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant and contracts	\$ 12,338,863	\$ 305,694	\$ 12,644,557	\$ 12,604,401
Program funding	1,638,901	69,586	1,708,487	1,761,690
Utility programs	972,359	-	972,359	1,279,740
In-kind contributions	436,874	-	436,874	313,824
Contributions	486,754	10,981	497,735	267,932
Fundraising	42,421	-	42,421	37,281
Rental income	847,380	-	847,380	800,533
Interest income	270	-	270	272
Loss on disposal of property	(16,685)	-	(16,685)	(175,932)
Forgiveness of debt	25,912	-	25,912	-
Other revenue	4,461	-	4,461	421
	<u>16,777,510</u>	<u>386,261</u>	<u>17,163,771</u>	<u>16,890,162</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>461,604</u>	<u>(461,604)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>17,239,114</u>	<u>(75,343)</u>	<u>17,163,771</u>	<u>16,890,162</u>
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	825,517	-	825,517	779,057
Head Start	2,312,665	-	2,312,665	2,176,567
Guardianship	735,925	-	735,925	735,473
Transportation	1,063,996	-	1,063,996	1,074,996
Volunteer	121,543	-	121,543	101,998
Workforce Development	402,576	-	402,576	366,205
Alcohol and Other Drugs	1,165,000	-	1,165,000	1,086,057
Carroll County Dental	542,920	-	542,920	513,419
Carroll County Restorative Justice	-	-	-	47,843
Support Center	265,052	-	265,052	276,766
Homeless	554,509	-	554,509	514,521
Energy and Community Development	6,276,570	-	6,276,570	6,986,501
Elder	1,026,070	-	1,026,070	1,125,851
Housing Services	167,528	-	167,528	161,727
	<u>15,459,671</u>	<u>-</u>	<u>15,459,671</u>	<u>15,946,983</u>
Supporting Activities:				
General and administrative	1,213,425	-	1,213,425	1,236,429
Fundraising	4,873	-	4,873	1,191
	<u>1,218,298</u>	<u>-</u>	<u>1,218,298</u>	<u>1,237,620</u>
Total functional expenses	<u>16,678,169</u>	<u>-</u>	<u>16,678,169</u>	<u>17,166,603</u>
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	560,945	(75,343)	485,602	(296,441)
<b>OTHER INCOME</b>				
Gain on interest rate swap	-	-	-	7,385
<b>TOTAL CHANGES IN NET ASSETS</b>	560,945	(75,343)	485,602	(289,056)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,630,450</u>	<u>777,943</u>	<u>2,408,393</u>	<u>2,697,449</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,191,395</u>	<u>\$ 702,600</u>	<u>\$ 2,893,995</u>	<u>\$ 2,408,393</u>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 485,602	\$ (289,056)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	492,141	472,186
Donation of property and equipment	(224,685)	-
Loss on disposal of property	16,686	175,932
Forgiveness of debt	(25,912)	-
Gain on interest rate swap	-	(7,385)
(Increase) decrease in assets:		
Accounts receivable	(78,678)	(234,044)
Pledges receivable	23,815	18,335
Inventories	23,239	27,270
Prepaid expenses	(4,353)	(10,314)
Restricted cash	(154,928)	(247,368)
(Decrease) increase in liabilities:		
Accounts payable	(157,079)	3,744
Accrued compensated absences	(51,698)	(37,781)
Accrued salaries	20,697	41,363
Accrued expenses	13,863	(13,710)
Refundable advances	(35,781)	41,986
Other liabilities	134,401	230,436
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>477,133</u>	<u>171,596</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	26,750	75,000
Purchases of property and equipment	<u>(181,113)</u>	<u>(116,320)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(154,363)</u>	<u>(41,320)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net (repayment) advance on demand note payable	(192,432)	191,680
Repayment of long-term debt	(210,808)	(219,778)
Repayment of capital lease obligations	<u>(3,636)</u>	<u>(1,302)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(408,876)</u>	<u>(29,420)</u>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(84,106)	100,856
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>589,806</u>	<u>488,950</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 505,700</u>	<u>\$ 589,806</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 208,781</u>	<u>\$ 184,941</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Purchase of property and equipment financed by long-term debt	<u>\$ 14,867</u>	<u>\$ 45,689</u>
Purchase of property and equipment financed by capital lease	<u>\$ 5,889</u>	<u>\$ 15,776</u>
Line of credit converted to long term debt	<u>\$ -</u>	<u>\$ 28,045</u>

See Notes to Consolidated Financial Statements

TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Maintenance	Total
<b>Direct Expenses</b>																	
Payroll	\$ 104,059	\$ 1,122,988	\$ 500,278	\$ 459,500	\$ 57,925	\$ 179,249	\$ 748,468	\$ 328,917	\$ 153,094	\$ 295,500	\$ 1,005,420	\$ 427,875	\$ 11,881	\$ 6,389,859	\$ 838,847	\$ -	\$ 8,028,806
Payroll taxes and benefits	19,111	307,007	129,664	97,125	15,165	45,427	180,112	66,553	40,756	72,525	280,298	94,161	-	1,347,802	185,670	-	1,513,672
Assistance to clients	1,079	-	-	-	-	63,724	-	-	1,811	67,638	4,263,487	-	-	4,377,437	-	-	4,377,437
Consultants and contractors	3,475	38,766	4,482	12,818	-	-	33,608	3,369	-	10,000	8,698	75,005	-	190,347	11,697	-	202,044
Facel and administrative	606	24,872	8,142	3,732	750	192	5,644	3,681	1,433	1,138	39,910	3,297	-	93,207	82,714	-	175,921
Space costs and rentals	1,884	187,816	31,805	13,660	4,774	95,919	30,858	-	-	33,538	154,444	65,404	-	691,090	228,794	-	919,884
Consumable supplies	14,973	176,067	8,228	9,007	1,182	2,896	73,307	40,430	6,640	8,134	274,747	275,539	13,828	902,868	11,953	-	913,979
Maintenance of equipment and rental	(10,916)	2,997	1,281	7,404	17	-	4,951	10,850	944	1,435	7,220	10,848	-	37,608	29,150	-	66,758
Building and grounds maintenance	81,132	32,150	-	1,936	-	665	7,820	1,420	11,290	7,960	999	12,478	28,902	196,279	1,708	-	187,988
Utilities	128,832	20,225	14,878	19,335	1,277	7,052	33,880	9,863	21,882	21,353	28,826	18,473	21,905	340,520	3,750	-	344,270
Fixed fees	-	-	-	-	-	-	-	-	3	-	-	1,488	-	1,492	-	-	1,492
Travel and meetings	802	54,129	25,597	97,127	2,636	18,927	12,047	2,721	4,020	14,991	10,889	23,728	905	298,529	7,170	-	278,896
Vehicle expense	7,455	39	-	130,823	-	-	1,394	-	-	321	25,871	-	-	185,503	-	-	165,803
Insurance	50,953	20,168	943	38,222	889	-	16,508	2,472	5,484	6,721	31,883	-	14,881	228,822	6,175	-	232,707
Interest expense	144,081	46	1,890	3,820	42	-	8,781	37,145	494	1,022	12,887	583	-	208,781	4,670	-	213,451
Other direct program costs	45,803	6,279	8,991	21,873	253	1,528	(13,937)	4,857	887	1,838	110,351	6,376	8,787	203,394	22,789	4,873	231,058
Depreciation and amortization expense	179,148	31,268	-	123,747	-	-	24,153	32,842	10,025	1,752	21,465	562	67,389	492,141	-	-	492,141
In-kind expended	12,850	308,259	-	32,070	38,413	-	-	-	7,877	20,589	-	19,017	-	438,874	-	-	438,874
<b>Total Direct Expenses</b>	<b>626,517</b>	<b>2,312,685</b>	<b>735,825</b>	<b>1,063,988</b>	<b>121,543</b>	<b>1402,578</b>	<b>1,185,000</b>	<b>542,920</b>	<b>285,052</b>	<b>654,609</b>	<b>6,278,570</b>	<b>1,028,070</b>	<b>167,828</b>	<b>15,459,871</b>	<b>1,213,425</b>	<b>4,873</b>	<b>16,878,169</b>
<b>Indirect Expenses</b>																	
Indirect costs	78,804	251,442	89,711	112,810	10,788	39,919	142,508	83,888	32,058	67,699	220,882	119,276	-	1,213,425	(1,213,425)	-	-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 904,321</b>	<b>\$ 2,564,107</b>	<b>\$ 825,536</b>	<b>\$ 1,176,808</b>	<b>\$ 132,309</b>	<b>\$ 436,495</b>	<b>\$ 1,307,608</b>	<b>\$ 606,808</b>	<b>\$ 297,090</b>	<b>\$ 612,208</b>	<b>\$ 6,497,632</b>	<b>\$ 1,145,348</b>	<b>\$ 167,828</b>	<b>\$ 16,673,296</b>	<b>\$ -</b>	<b>\$ 4,873</b>	<b>\$ 16,878,169</b>

THE COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE  
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JUNE 30, 2018

	Agency/Field	Head Start	Guardianship	Transportation	Volunteer	Workers Development	Alcohol and Other Drugs	Carroll County Detention	Carroll County Juvenile Justice	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Endowment	Total
Direct Expenses																		
Payroll	\$ 83,549	\$ 1,115,688	\$ 493,682	\$ 468,868	\$ 63,803	\$ 196,484	\$ 618,112	\$ 319,848	\$ 19,541	\$ 164,742	\$ 207,318	\$ 1,153,098	\$ 454,166	\$ 11,660	\$ 6,418,882	\$ 650,739	\$ -	\$ 6,068,621
Payroll taxes and benefits	13,462	308,780	128,546	81,295	14,796	53,907	181,365	88,224	5,087	43,180	88,184	319,438	108,785	-	1,384,635	151,575	-	1,646,210
Assistance to clients	8,132	-	-	-	289	3,977	-	-	-	-	36,076	4,830,428	-	-	4,876,991	-	-	4,876,991
Consultants and conferences	4,633	30,459	5,230	37,208	-	-	30,701	22,160	6,670	689	10,030	18,829	68,920	-	243,134	32,605	-	275,739
Facilities and maintenance	1,609	18,765	7,860	4,688	813	136	4,981	5,379	510	1,163	788	48,324	2,871	1,430	52,103	92,758	-	151,841
Space costs and rentals	21,488	168,779	32,638	13,180	4,881	89,079	22,403	75,412	14,188	-	33,841	182,094	54,572	-	636,804	217,234	-	854,038
Communications supplies	12,891	184,979	10,384	10,694	2,513	1,984	75,412	17,092	-	7,873	8,771	300,094	300,578	6,335	898,485	18,575	-	917,060
Maintenance of equipment and rental	2,480	2,283	1,018	5,870	-	-	1,973	4,288	-	482	4,335	0,650	11,749	-	30,423	803	-	40,728
Building and grounds maintenance	59,247	30,134	-	3,305	-	-	10,283	1,037	1,021	9,116	4,335	70	20,030	22,875	159,131	08	-	300,189
Utilities	133,088	24,107	14,825	13,987	910	7,178	39,449	0,150	1,021	20,759	21,339	34,488	19,574	22,802	356,612	4,657	-	500,189
Fuel and travel	660	66,701	20,332	69,773	1,489	13,891	14,180	-1,901	283	6,084	18,134	10,670	32,785	2,104	283,210	8,444	-	291,654
Travel and meetings	3,891	63	-	144,888	-	-	1,394	-	-	-	7,659	34,803	-	-	186,893	6,411	-	193,304
Vehicle expense	113,200	18,831	1,138	62,533	-	-	20,608	2,388	-	8,831	9,316	10,729	181	15,820	186,893	6,411	-	203,314
Insurance	123,681	7	603	1,538	90	-	6,664	35,744	-	22	998	13,239	491	-	187,438	6,686	-	194,124
Other direct program costs	17,148	14,443	14,290	10,777	5,745	907	60,832	1,208	678	1,018	1,974	12,339	6,340	11,880	187,438	29,312	-	216,750
Depreciation and amortization expense	180,053	-	-	119,639	-	-	22,044	32,842	-	10,228	1,782	10,291	2,214	87,584	151,413	280	-	471,214
In-kind expended	-	384,784	-	-	6,812	-	-	-	-	4,668	11,959	-	49,684	-	319,842	-	-	471,214
<b>Total Direct Expenses</b>	<b>779,937</b>	<b>2,178,967</b>	<b>735,473</b>	<b>1,074,683</b>	<b>101,898</b>	<b>384,305</b>	<b>1,089,677</b>	<b>518,419</b>	<b>47,489</b>	<b>278,788</b>	<b>614,581</b>	<b>8,898,601</b>	<b>1,428,831</b>	<b>191,727</b>	<b>16,868,893</b>	<b>1,288,439</b>	<b>-</b>	<b>17,157,332</b>
Indirect Expenses	80,892	230,922	89,118	118,834	11,278	39,108	127,892	89,882	4,144	30,812	68,001	249,491	130,916	-	1,238,489	(1,238,439)	-	1,000,050
Indirect costs	80,892	230,922	89,118	118,834	11,278	39,108	127,892	89,882	4,144	30,812	68,001	249,491	130,916	-	1,238,489	(1,238,439)	-	1,000,050
<b>Total Direct &amp; Indirect Expenses</b>	<b>\$ 860,829</b>	<b>\$ 2,409,889</b>	<b>\$ 824,591</b>	<b>\$ 1,193,517</b>	<b>\$ 113,176</b>	<b>\$ 423,413</b>	<b>\$ 1,217,569</b>	<b>\$ 608,301</b>	<b>\$ 51,633</b>	<b>\$ 309,599</b>	<b>\$ 682,582</b>	<b>\$ 9,148,092</b>	<b>\$ 1,559,747</b>	<b>\$ 191,727</b>	<b>\$ 18,107,382</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,107,382</b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

**Nature of activities**

The Organization's programs consist of the following:

**Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

**Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to Early learning, Health and Family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves 217 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 1 home based option.

### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 407 individuals.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 19 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 53,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. There were \$18,847 and \$92,748 of pre-development capitalized expenses in 2017 and 2016, respectively.

See **Note 17** for subsequent events.

### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.



### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

### **Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

### **Low-Income Weatherization**

The NH Weatherization Program helps low-income families, Elderly, Disabled, Small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates Local NH jobs.

### **Elder**

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

### **Housing Services**

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

**Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

**Basis of presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2017 and 2016. The Organization had temporarily restricted net assets of \$702,600 and \$777,943 at June 30, 2017 and 2016, respectively.

**Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2017 and 2016.

### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**Level 2:** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

**Level 3:** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in Note 6, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%. For the year ended June 30, 2016, the Organization realized a gain of \$7,385 on the swap and there was no fair value of the swap remaining after the bond was renewed.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

#### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program.

Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

#### **Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

#### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$197,548 and \$233,329 as of June 30, 2017 and 2016, respectively.

#### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2013.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Comerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

#### **Retirement plan**

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2017 and 2016, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

#### **Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

#### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

#### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date.

Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2017 and 2016, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$205,804 and \$229,419, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

#### **Use of estimates**

The presentation of financial statements in conformity accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

#### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2016 received provisional approval and is effective until amended at a rate of 12.7%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2016 was 12.5%.

**Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2017 and 2016 was \$26,456 and \$27,769, respectively.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2017, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2017, there was approximately \$665,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.



### **Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2017 and 2016 was \$19,611 and \$15,372, respectively. The Organization was not in compliance with this requirement; however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the years ended June 30, 2017 and 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12-month period. The balance as of June 30, 2017 and 2016 was \$187,095 and \$186,908, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2017 and 2016 was \$642,308 and \$509,095, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2017 and 2016 was \$642,308 and \$503,888, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. The final assessed fee of \$5,207 was paid by the Organization during the year ended June 30, 2017.

Certain cash accounts related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2017 and 2016 was \$93,673 and \$81,583, respectively.

### **NOTE 3. INVENTORY**

In 2017 and 2016, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2017 and 2016, consists of weatherization materials totaling \$65,641 and \$88,880, respectively.

**NOTE 4. ACCRUED EARNED TIME**

For the years ending June 30, 2017 and 2016, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours and 200 hours, respectively. At June 30, 2017 and 2016, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$242,545 and \$294,243, respectively.

**NOTE 5. PROPERTY**

Property consists of the following at June 30, 2017:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,679,707	\$ 3,428,094	\$ 7,251,613
Equipment	2,400,922	1,889,376	511,546
Land	<u>463,840</u>	<u>-</u>	<u>463,840</u>
	<u>\$13,544,469</u>	<u>\$ 5,317,470</u>	<u>\$ 8,226,999</u>

Property consists of the following at June 30, 2016:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<u>\$13,388,060</u>	<u>\$ 5,052,926</u>	<u>\$ 8,335,134</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2017 and 2016 was \$491,254 and \$471,299, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2017 was \$887 and \$4,139, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2017 and 2016 consisted of the following:

	<u>2017</u>	<u>2016</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 108,127	\$ 120,899
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	150,935	163,026
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	29,633	31,688
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,103	8,593
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	368,428	386,831
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021. See <b>Note 8</b> .	19,144	23,585
Note payable to a non-profit organization (related party), monthly principal payments of \$1,533. Final installment due October 2018. A portion of the note payable was forgiven by the non-profit organization during the year ended June 30, 2017. See <b>Note 16</b> .	24,533	84,563

Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	13,934	16,832
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	13,715	16,628
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	5,306	6,666
Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	14,207	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2017.	417,421	440,653
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2017 of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,801,159	2,896,533
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years, final payment due in August 2047.

	<u>250,000</u>	<u>250,000</u>
	5,842,245	6,064,097
Less current portion due within one year	<u>(587,809)</u>	<u>(197,181)</u>
	<u>\$ 5,254,436</u>	<u>\$ 5,866,916</u>

The scheduled maturities of long term debt as of June 30, 2017 were as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 587,809
2019	151,765
2020	157,927
2021	446,827
2022	133,253
Thereafter	<u>4,364,664</u>
	<u>\$ 5,842,245</u>

As described at Note 2, the Organization is required to maintain a reserve account with a bank for the first four notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment.

**NOTE 7. CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Company leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2017 and 2016, consisted of the following:

	<u>2017</u>	<u>2016</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 7,246	\$ 8,823
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.	4,570	5,651
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.	<u>4,911</u>	<u>-</u>
	16,727	14,474
Less current portion	<u>(4,057)</u>	<u>(2,718)</u>
	<u>\$ 12,670</u>	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2017 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2018	\$ 4,057
2019	4,445
2020	4,870
2021	<u>3,355</u>
	<u>\$ 16,727</u>

**NOTE 8. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with TD Bank which is secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum, and totaled \$400,000 and \$600,000 at June 30, 2017 and 2016, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2017 and 2016, the outstanding debt totaled \$271,434 and \$263,867, respectively, which included accrued interest of \$14,916 and \$13,867, respectively. During the year ended June 30, 2017 there was an amendment to the original agreement. The Organization is not required to make payments of interest or principal prior to maturity. The unsecured revolving line of credit matures in November 2019.

**NOTE 9. LEASES**

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2017 and 2016, the annual rent expense for leased facilities was \$161,025 and \$158,499, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2017, are as follows:

<b>Years ending June 30</b>	<b><u>Amount</u></b>
2018	\$ 136,428
2019	88,309
2020	43,441
2021	39,611
2022	<u>3,301</u>
	<u>\$ 311,090</u>

**NOTE 10. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in Note 1. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 11. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2017 and 2016, approximately \$12,220,000 (72%) and \$12,200,000 (72%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2017 and 2016 approximately 69% and 66%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.



**NOTE 12. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Temporary Municipal Funding	\$ 205,804	\$ 229,419
10 Bricks Shelter Funds	141,190	135,257
Restricted Buildings	94,239	99,313
FAP	87,991	-
Homeless Programs	36,856	43,277
NH Charitable Foundation Grant, Mt. Jasper	32,653	32,653
Loans - HSGP	24,261	-
AOD - IDN Capacity Fund	15,066	-
Service Link	12,123	19,135
FAP/EAP	11,735	12,167
Loans - HHARLF	10,884	-
USDA	7,252	-
L. CHIP -- Brown Co. House	8,236	22,314
Donations to Mahoosuc Trail	6,842	6,842
RSVP Program Funds	3,675	13,637
Donations to Maple Fund	1,246	1,825
Julien Fund (AOD)	1,175	775
Head Start	973	875
Angelias Fund (AOD)	235	235
EAP	164	68,143
Loan Programs	-	37,427
Carroll County Transit Program	-	682
Coos County Transit Program	-	586
Senior Meals	-	53,381
	<u>\$ 702,600</u>	<u>\$ 777,943</u>
Total temporarily restricted net assets	<u>\$ 702,600</u>	<u>\$ 777,943</u>

**NOTE 13. COMMITMENTS AND CONTINGENCIES****Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**NOTE 14. RELATED PARTY TRANSACTIONS**

As disclosed in Note 6, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See Note 6 and Note 16 for terms of the note payables and related forgiveness of debt. Total notes payable to related parties for the years ended June 30, 2017 and 2016 was \$24,533 and \$84,563, respectively.

**NOTE 15. RESIDUAL RECEIPTS ACCOUNT**

Comerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Comerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

**NOTE 16. FORGIVENESS OF DEBT**

During the year ended June 30, 2017, the Organization realized forgiveness of debt income in connection with a note payable to a non-profit organization. Forgiveness of debt income totaled \$25,912 for the year ended June 30, 2017.

**NOTE 17. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 10, 2017, the date the financial statements were available to be issued.

Effective October 1, 2017, the Organization is no longer responsible for the Alcohol & Other Drugs (AOD) program. The grants for the program have been transferred to North Country Health Consortium (NCHC), as they are taking over the program. Temporarily restricted net assets related to AOD as of June 30, 2017 will be either released for fiscal year 2018 operations or returned subsequent to the transfer of the program. Subsequent to year end, the Friendship House was sold to Affordable Housing Education and Development (AHEAD).

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2017**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
Head Start	93.600		01CH10000-02-00	\$ 1,265,383
Head Start	93.600		01CH10000-03-00	806,610
			TOTAL	<u>2,171,993</u>
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLEA	168,774
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLEA	4,200,295
Low-Income Home Energy Assistance-HRRP	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLEA	296,525
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-17B1NHLEA	259,130
			TOTAL	<u>4,922,724</u>
<b>AGING CLUSTER</b>				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	15AAN-IT3SP	8,046
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	17AAN-IT3SP	1,622
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,392
			TOTAL	<u>91,060</u>
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-600383	246,431
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	99,251
			CLUSTER TOTAL	<u>436,742</u>
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	670,856
<b>TANF CLUSTER</b>				
Temporary Assistance for Needy Families (NHFP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	13-D-HHS-BWW-CSP-05	256,924
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	102-500731	24,855
			CLUSTER TOTAL	<u>281,779</u>
Preventative Health & Human Services Block Grant - Oral Health	93.758	State of New Hampshire Department of Health and Human Services	90072003	11,288
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	93.043	State of New Hampshire Department of Health and Human Services	102-500731	513
National Family Caregiver Support, Title III, Part E (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services	570-500328	19,228
<b>MEDICAID CLUSTER</b>				
Medical Assistance Program (Options Counseling and I&R #7)	93.778	State of New Hampshire Department of Health and Human Services	660-600398	34,863
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	9,348
Social Services Block Grant	93.667	State of New Hampshire Department of Health and Human Services	544-600386	70,760
Social Services Block Grant (Title XX HD miles)	93.667	State of New Hampshire Department of Health and Human Services	541-500383	2,260
			TOTAL	<u>82,358</u>
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)	93.517	State of New Hampshire Department of Health and Human Services	650-500398	2,197
State Health Insurance Assistance Program	93.324	State of New Hampshire Department of Health and Human Services	102-500731	3,373
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services	102-500731	10,217
Medicare Enrollment Assistance Program (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services	102-500731	6,478
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	5,089
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services	05-96-49-491510	259,231
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	500731-102	78,832
Total U.S. Department of Health and Human Services				<u>\$ 8,968,769</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2017**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Energy</b>				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EED006169	\$ 270,252
Total U.S. Department of Energy				\$ 270,252
<b>U.S. Corporation for National and Community Service</b>				
Retired and Senior Volunteer Program	94.002		16SRANH001	\$ 83,047
Total U.S. Corporation for National and Community Service				\$ 83,047
<b>U.S. Department of Agriculture</b>				
<b>SNAP CLUSTER</b>				
Supplemental Nutrition Assistance Program (food stamps)	10.551		NONE	\$ 2,428
<b>FOOD DISTRIBUTION CLUSTER</b>				
Emergency Food Assistance Program (Administration Costs)	10.568	BMCAP	81750000	4,600
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	128,985
Total U.S. Department of Agriculture				\$ 135,933
<b>U.S. Department of Homeland Security</b>				
Emergency Management Performance Grants (FEMA)	97.042			\$ 18,205
Total U.S. Department of Homeland Security				\$ 18,205
<b>U.S. Department of Justice</b>				
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence	2014-WE-AX-0036	\$ 4,356
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	106,708
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2016-KF-AX-0019	14,214
Total U.S. Department of Justice				\$ 125,278
<b>U.S. Department of Transportation</b>				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-16-X046	\$ 322,910
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b>				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X004	55,362
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	20.513	State of New Hampshire Department of Transportation	NH-16-X043	16,841
			CLUSTER TOTAL	72,203
Total U.S. Department of Transportation				\$ 395,113
<b>U.S. Department of Housing and Urban Development</b>				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ 31,317
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0096L1TD01500	130,822
Community Development Block Grant States Program & Non-Entitlement Grants In Hawaii	14.228	Grafton County (NH Community Development Finance Authority)	16-405-CDPF	25,000
Total U.S. Department of Housing and Urban Development				\$ 187,139

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2017**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Labor</b>				
<b>WIA/WIOA CLUSTER</b>				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2015-0004	\$ 88,005
WIA/WIOA Dislocated Worker Formula Grants	17.276	Southern New Hampshire Services, Inc.	2015-0004	<u>50,187</u>
Total U.S. Department of Labor			<b>CLUSTER TOTAL</b>	<u>\$ 138,192</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>				<u>\$ 10,349,918</u>

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE C - INDIRECT RATE**

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 10, 2017.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone, McDonnell & Roberts*  
*Professional Association*

November 10, 2017  
North Conway, New Hampshire



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2017. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

### **Opinion on Each Major Federal Program**

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

### **Report on Internal Control over Compliance**

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts  
Professional Association*

November 10, 2017  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2017**

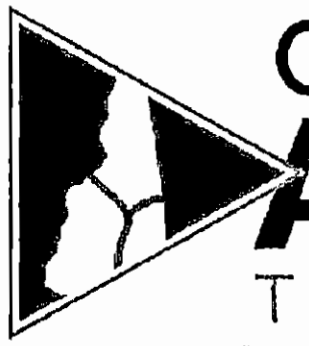
1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568
  - U.S. Dept. of Health & Human Services, Aging Cluster – CFDA #93.044, 93.045 and 93.053
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None



# COMMUNITY ACTION

## TRI-COUNTY CAP

Serving Coös, Carroll & Grafton County since 1965

### BOARD OF DIRECTORS FY2018

#### COÖS COUNTY

Board Chair  
Sandy Alonzo

Treasurer  
Cathy Conway

Secretary  
Gary Coulombe

#### CARROLL COUNTY

Anne Barber

Michael Dewar

#### Vice Chair

Dino Scala

Karolina Brzozowska

#### GRAFTON COUNTY

Linda Massimilla

Tricia Garisson  
Student

Richard McLeod



## Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Robillard	CEO	\$115,000	0%	\$0
Regan Pride	COO	\$67,000	0%	\$0
Randall Pilotte	CFO	\$72,000	0%	\$0
Andrea Brochu	EEO Division Director	\$58,000	4%	\$0
Paul Robitaille	CSLRC Manager	\$38,760	97%	\$38,272
Cheryl O'Malley	Options Counselor	\$29,120	97%	\$29,120
Julia Martinez	Options Counselor	\$29,120	97%	\$31,158
Kirstan Knowlton	Options Counselor	\$29,129	97%	\$29,129
Shelley Corrigan	Options Counselor	\$17,472	97%	\$17,472

"The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Elderly and Adult Services, with funds provided in part, or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services)."

# **Jeanne L. Robillard**

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## **CORE STRENGTHS**

Program development, management and administration • Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management • Budget performance and financial reporting  
Innovative solutions & problem solving • Capacity building  
Professional presentations • Public speaking  
Dedication • Imagination • Determination • Fortitude

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## **PROFESSIONAL EXPERIENCE**

### **Tri-County Community Action Programs, Inc.**

#### **Chief Operating Officer**

#### **Berlin, NH Current Position**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

### **Tri-County Community Action Programs, Inc.**

#### **Division Director: TCCAP Prevention Services**

#### **Berlin, NH 2015-2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

### **Tri-County Community Action Programs, Inc.**

#### **Program/Division Director: Support Center at Burch House**

#### **Littleton, New Hampshire 2007-2015**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

### **Tri-County Community Action Programs, Inc.**

#### **Direct Services/Volunteer Coordinator: Support Center at Burch House**

#### **Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program  
Woodsville, New Hampshire 1999-2001**

JL Robillard \* 2

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter  
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Executive Administrative Assistant: North Country United Way  
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

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**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)**  
**Gateway Community College (formerly Southern Connecticut Community College)**  
**New Haven, CT**

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**Additional Skills, Professional Leadership and Civic Affiliations**

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Nationally Certified Results Oriented Management Accountability (ROMA) Implementer
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - 2016
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
- ◆ Coach, Plymouth State Skating Academy, Plymouth State College *current*
- ◆ Avid outdoor enthusiast and angler

# REGAN L. PRIDE

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## SUMMARY

My experience spans the fields of engineering, computer technology, education, and public administration. This unique combination brings a wide array of knowledge and skills to the table for your organization. I am a team player, a patient trainer, and adept at interpersonal relations.

## RELEVANT KNOWLEDGE AND SKILL AREAS

- Confidence in public speaking for business and technical applications, and instructional settings
- Strong writing skills and interpersonal communication skills, ability to teach others, and build consensus
- Approachable, warm and personable style in teaching classes and interacting with colleagues
- Robust education in mathematics, engineering and general science topics
- Fluency with entire Microsoft Office application suite.
- Fluency with AutoCAD computer-aided drafting software
- Familiarity with ArcView GIS software.
- Familiar with Avante Enterprise Resource Planning software
- Familiar with BMSI fund accounting and Avitar assessing/tax billing software
- Adept at Macromedia/Adobe Dreamweaver MX web site design software

## WORK EXPERIENCE

**NORTH COUNTRY COUNCIL REGIONAL PLANNING COMMISSION, Littleton, NH**

**TITLE: Planner, 2012-2013 + 2015-2018**

Managed solid waste technical assistance program funded by USDA Rural Development. Conducted "Full Cost Accounting" studies of municipal solid waste department operations. Reviewed and updated operating plans for municipal solid waste facilities. Organized household hazardous waste collection events. Created and delivered training programs for solid waste operator certification.. Created pilot programs to reduce & divert food waste from landfills in 4 communities.

**2013-2014**

**INNOVATIVE STRUCTURAL BUILDING PRODUCTS**

**TITLE: Project Manager**

Performed a variety of functions including business plan preparation and product development associated with a start-up company in the engineered wood sheathing industry. I created engineering drawings, built and tested prototypes, and assisted in marketing activities.

**2000 – Present**

**ICANTOO ENTERPRISES, Lisbon, NH**

**TITLE: Owner, Computer Applications Consulting**

Assistance and training with business and technical applications. Created customized solutions involving AutoCAD, MS Work, MS Excel, MS Access software applications. I also perform web site HTML and CGI development, hardware setup, upgrades, and troubleshooting.

Recent clients/projects include:

- New England Electric Wire Corp – Implementation of Avante MRP & APS scheduling software, computerized WIP labeling system, computer workstation installations, user/operator training.
- Littleton, NH Senior Softball League – custom programming and support of statistical software
- Louisiana Corporate Credit Union – Web site design and maintenance.
- Brammer Creek – Web site design for wholesale food distributor.



2006 – 2012

TOWN OF LISBON, NH, Lisbon, NH

TITLE: **Town Administrator, CPM**

Prepared annual town budgets and performed presentations at budget hearings and town meeting. Prepared annual financial reports (MS-2, MS-4, MS-6) for the town. Generated tax warrants, and water/sewer warrants. Analyzed water/sewer revenues and developed rate structure to balance department's budget. Performed the functions of financial administration, personnel management, grant administration, welfare administration, emergency management, and project management.

1990-2000 & 2004 – 2006

NEW ENGLAND CATHETER CORPORATION, Lisbon, NH

(Subsidiary of New England Wire Technologies)

TITLE: **Engineer, Medical Products**

Performed process engineering support in the manufacture of wire-reinforced medical tubing including; equipment specification, process/procedure development, tooling design, and statistical data analysis. Developed customized spreadsheets for product design, and manufacturing process control.

I was also employed with the parent company as an engineer/CAD operator from 1990 to 2000. While in this capacity, I led personal computer users groups, installed the first Ethernet network in the company engineering department, and developed computer file management systems and backup routines.

2002 – 2004

SCHOOL ADMINISTRATIVE UNIT 35, Littleton, NH

TITLE: **Distance Learning Coordinator**

This position involved collaboration with teachers and staff to develop interactive educational programs utilizing distance learning/videoconferencing technology. Programs were distributed between three high school campuses. Duties included setup, configuration, operation and maintenance of videoconferencing endpoints, and operation of bridge/gateway at central office. I served as webmaster for SAU website. I also performed various computer support duties.

#### **EDUCATION/CERTIFICATIONS**

NH Bureau of Education and Training  
CPM Certificate (Certified Public Manager)

University of California at Berkeley, Engineering Department  
92 semester credits in Mechanical Engineering Major

#### **CONTINUING EDUCATION**

- NH Certified Public Supervisor program
- Radvision H.232 technician course
- Six Sigma process control course by Boston Scientific Corp.
- Extrusion Theory course at University of Massachusetts, Lowell

#### **PROFESSIONAL & CIVIC ASSOCIATIONS**

- Board of Directors, North Country Council Regional Planning Commission, Bethlehem, NH; 2007-2012. Served as chairman in 2011.
- Grafton-Coos Regional Coordinating Council (for public transit); Littleton, NH; 2009-2012
- Member of NHMMA, NHGFOA, NHLWAA – 2006-2012
- Board of Selectman, Lisbon, NH March 2000-2006. Served as chairman from 2002 to 2006.
- Board of Directors, Lisbon Main Street, Inc., Lisbon, NH; 2008-2012;
- Economic Restructuring Committee of Lisbon Main Street, Inc., 2002-present
- Member of Granite State Distance Learning Network, 2002-2004

#### **REFERENCES**

Professional references shall be produced upon request and presented at time of interview.

# RANDALL S. PILOTTE

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## SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

## EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

### **Fiscal Director/Interim CFO (2016 – Present)**

#### **Accounting Manager (2015 – 2016)**

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

#### **Accountant (2013-2014)**

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

#### **Auditor**

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

#### **Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.

- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

#### **Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

#### **Accountant/Payroll Supervisor (1994-1999)**

#### **Accountant (1989-1994)**

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

#### **Associate Results Accountant (1988-1989)**

#### **Accounts Payable (1987-1988)**

### **SPECIAL PROJECTS**

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

### **VOLUNTEERISM**

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

### **EDUCATION**

**Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH**

**Andrea E. M. Brochu**  
54 Enman Dr. Jefferson, NH 03583  
Professional Experience

**Tri-County Community Action Program, Inc.**  
**Division Director: Energy, Elder & Outreach Services**  
**Berlin, New Hampshire 2013 – Present**

- Works in conjunction with the CEO, CFO and Director of Business Operations to set objectives for Division and Programs
- Oversees Division resources, revenues and expenditures and monitor budget performance
- Ensures services are in compliance with standards, regulations and guidelines of the Agency, State of New Hampshire, federal government, professional organizations, accrediting bodies and funding sources
- Effectively contributes and collaborates as a member the Agency's Senior Management Team, considering the needs of the Agency while simultaneously balancing the interests of the geographical service area in decision making
- Monitors accessibility, quality and integration of programmatic services while maintaining collaborative and constructive relationships with Agency staff, community members, community organizations, and legislative members
- Hires, trains and supervises staff; evaluating staff performance, and works with Human Resources as needed
- Knowledge and understanding of Federal and State laws, rules and regulations pertaining to operations and systems relevant to contracts, services and programs being directed

**Child Advocacy Center of Coos County**  
**Executive Director**  
**Lancaster, New Hampshire 2010 – 2013**

- Oversee agency resources, revenues and expenditures and monitor budget performance;
- Provide leadership and execution in developing program, organizational and financial plans with the Board of Directors to advance the mission of the agency;
- Hire, train, and supervise staff members, ensuring personnel had appropriate training and education
- Maintain official records and documents, and ensure compliance with federal, state, and local regulations
- Write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and Agency to include managing and conducting ongoing program evaluation including outcome measurement
- Implement and manage Agency's county-wide multi-disciplinary team
- Facilitate case coordination for forensic interviews and case review for any and all partner agency service requests

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**Education**

- Masters of Public Administration, Norwich University, Northfield, VT, 2011
- Bachelor of Science - Criminal Justice Administration, Granite State College, NH, 2007

**Paul R. Robitaille**

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**RELATED EMPLOYMENT: ServiceLink Resource Center Berlin NH**

**Program Manager** August 2006 – current Responsible for overall site operations and management including performance measurement, management of subcontracts, public education, public awareness, community and provider relations program review and oversight hired trained and supervised staff managed fiscal operations developed directed and implemented public relations and communication strategies to support public awareness (Notary Public) CIRS-A-D SHIP/SMP certification Certified Medicare counselor University of NH Powerful tools for caregiver Instructor certified Options counselor

**ServiceLink Resource Center Berlin NH Information & Referral**

**Specialist** November 2005-August 2006 assist with program operations. Provide first contact with consumers. Provide information and referrals maintain accurate client records and assists in production of data and management reports. Assist consumers with Medicare part-D enrollment. SHIP certified. AIRS certified

**NFI NORTH INC. Davenport School Jefferson NH Relief Counselor**

January 2005-December 2006 Provide support and guidance to teenagers in a court ordered placement group home and school. Maintain and write daily logs attend staff and client meetings discuss and advocate client's progress Provide an atmosphere of positive reinforced behavior

**Tri-County Community Action Programs Berlin, NH WTW Employment**

**Counselor** June 2003 - June 2004 Provide support, guidance and employment resources to long term TANF recipients, ex-offenders, non-custodial parents, dislocated workers and disadvantaged adults to become self-sufficient. Made referrals to other agencies and charitable organizations for client needs maintained a client load of 60 cases and kept accurate records. I worked with employers, non-profit organizations and educational institutions to remove client barriers to work and education.

**North Country Worker Assistance Center Employment / Support**

**Counselor** January 2002 - April 2003 Provided support, assistance, guidance, and available resources to dislocated workers focused specifically in an undeveloped economy. Negotiated educational contracts with local colleges and referred clients to mental health, alcohol and drug abuse programs.

**EDUCATION: BS in Human Services** Springfield College Dec. 2004

**Certificate in Aging** Boston University Feb. 2011

**Cheryl O'Malley**

**Profile**

I am a friendly, solutions driven, dedicated individual with extensive experience as a senior level manager in a non-profit environment. I love to learn, and am always up to a challenge whatever the situation. I get along well with my peers, while also working efficiently on my own. I am seeking a position where I can develop and excel while giving my best to an employer.

**Education**

University of Rhode Island – Bachelor of Science in Psychology (2002) – Graduated Cum Laude

**Work Experience**

**ServiceLink – Options Counselor – (Aug 2013 – Present)**

- Caregiver Program: Responsible for developing and maintaining caregiver budgets and building relationships to assist Caregivers to reduce their stress levels. Run monthly Family Support Group
- VIP Program: Assess and develop Veterans monthly budgets, maintain monthly contact to ensure veteran continues to do well with independent management of services
- Brookside Apartments Residential Coordinator: Assist residents who may be in crisis, liaison to Brookside management, assist to navigate issues related to lease violations, assist with paperwork and connecting with agencies that may provide benefits
- Medicare Counselor

**Morrison Nursing Home – Social Services Director – (Aug 2008 – May 2013)**

- Responsible for all aspects of admissions/discharges, point person/liaison for family issues for 57 bed nursing home. Ensure resident/family satisfaction with care and environment, recognize and resolve concerns in a proactive manner. Provide stress management for employees and job performance counselling. Ensure compliance with state and federal regulations in regard to resident documentation.

**Brockton Area Multi Services – Assistant Director – (May 2001 – July 2008)**

- Personally accountable for managing 6 residential group homes. Develop, implement and manage policies and procedures. Ensure that all standards and licensing requirements are maintained. Maintain high level of excellence in quality of life enhancement initiatives. Manage all aspects of Human Resource issues related to hiring, evaluation, training and supervision. Work extremely well in high stress environment, performing multi-tasks and meeting goals on a daily basis. Highly organized and team oriented. Network with other specialized outside agencies to provide enhancements to the lives of individuals in residential facilities.

**Tri-State Multiservices – Recreational Therapist – (June 1995 – Oct 2002)**

- Worked with children and adolescents who displayed severe emotional and behavioral issues. Formulated and implemented behavioral treatment programs in the home. Responsible for creating a safe environment for individuals to expand their interpersonal skills within the community.

**Judge Rotenberg Educational Center – Court Liaison/Case Manager – (Jan 1992 – Sept 2000)**

- Contact point between court system and residential treatment program. Worked with and assisted psychologists with review of empirical data and coordinated the scheduling

**of witnesses and court dates. Assisted program's attorney with court preparation. Prepared quarterly educational and behavioral reports for court and funding agencies. Provided staff training and development and was the liaison between families and the agency.**

**Skills**

**Exceptional Communicator – Proficient in all aspects of Microsoft Office – Building and Maintaining Professional Relationships – Human Rights Coordinator Experience – Team Building, Coaching, Leadership – Community Outreach – Program Implementation and Management**

**Julia L. Martinez**  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **Professional Summary**

I seek a full time position which will allow me to support my clients in an ethical manner while implementing a holistic approach. My hope is to find an agency where I can remain until retirement. My employment history entails decades of work in the helping field, including toddlers through geriatrics. As a result, I possess a keen awareness of human development across the lifespan, which serves me well in counseling various ages.

## **Education**

Springfield College-Springfield, MA  
October, 2014

**Master of Science- Human Services- Concentration in Mental Health Counseling**

Springfield College-Springfield, MA  
August, 2012

**Bachelor of Science- Human Services**

White Mountain Community College-Berlin, NH  
May, 2010

**Associate of Science-Medical Assistant and Phlebotomy**

University of Maine- Farmington, ME  
May, 1979

**Associate of Arts- Early Childhood Education**

## **Professional Experience**

**Northeast Kingdom Human Services**

March, 2016-March, 2017

**Early Childhood Family Mental Health Clinician:** Designed and implemented therapeutic treatment plans for emotionally disturbed children with trauma histories. Performed home visits and supported parents in learning enhanced parenting skills. Worked with schools and community resource providers to assure optimal outcome for clients. Provided on-call emergency mental health services.

**Becket Family of Services**

November, 2015- March, 2016

**Licensed Eligible Clinician:** Completed comprehensive assessments on men and women in residential treatment. Utilized person-centered goal development in the creation of individual service plans which were then consistently implemented in weekly sessions. Facilitated therapeutic group work in addition to one-on-one support. Provided emergency services support and intervention as needed, including precautionary measures, daily follow-up and development of crisis treatment plans if indicated.



**Julia L. Martinez**  
28 Spruce St. Apt. A Gorham, N.H. 03581  
(603) 915-3722  
nancybellelord@aol.com

**Northern Human Services** October, 2014-November, 2015  
**License Eligible Clinician:** Conducted intakes and completed assessments on children, adults, and the elderly. Developed, implemented, and monitored treatment plans in a timely manner. Utilized trauma informed evidence-based practice to assist clients in developing adaptive coping skills and improved functioning. Successfully co-facilitated DBT group counseling. Served as REAP Counselor for home bound seniors in catchment area. Provided crisis interventions as required.

**Northern Human Services** September, 2010- October, 2014  
**Community Integrator:** Supported individuals with developmental delays and mental health diagnoses to improve overall function. Counseled clients, guided them in seeking employment and performing subsequent job duties well, enhanced social skills, augmented communication skills, and assisted in the development of their self-efficacy. Promoted community connectedness.

**NFI North Davenport School** July, 2012- July, 2014  
**Direct Care Counselor:** Conducted intake assessments on youth in an all girl's intensive level residential treatment facility. Provided clinical support to teach skills to enhance clients' lives. Worked with residents and their families, individually and in groups. Facilitated DBT, Social Skills, Trauma Recovery and Sexual Con Games Groups. Provided ISO in client homes.

**Granite State Independent Living** August, 2008- August, 2009  
**Licensed Nursing Assistant:** Worked providing mental, physical, and emotional support to the elderly, both in a nursing home and as private duty. Became certified as a Hospice Volunteer.

**St. Vincent's Nursing and Rehabilitation Center** August, 2007- August, 2008  
**Licensed Nursing Assistant:** Same as above, essentially.

**Gorham Community Learning Center** September, 2002-August, 2007  
**Toddler Coordinator:** Designed and implemented a developmentally appropriate curriculum for students, assessed them for special needs, documented their progress and met with parents to relay it. Trained incoming staff and filled in for Program Director in her absence.

**Anne and Kevin Aronin** March, 1993- September, 1995  
**Nanny:** Provided developmentally appropriate daily care and supervision of a 3-year-old, twin 5-year olds, and a 12-year-old. Managed their schedules, assisted with homework and transported to appointments, all while providing a nurturing environment.

**Guy and Vivien Wyser-Pratte** August, 1991 - March, 1993  
**Nanny:** Utilized my training to provide holistic care and early childhood education for a boy in Manhattan in a high profile, fully staffed home in Manhattan. Traveled domestically and internationally with child. Arranged and supervised play dates, educational outings, and social events.

**Julia L. Martinez**  
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nancybellelord@aol.com

**YMCA of Greater New York**

August, 1990 - August, 1991

**Preschool Teacher:** Met the social, emotional, and academic needs of children in class room. Documented their progress and communicated it to parents. Maintained professional development with ongoing training relevant to position.

**Groveton Head Start**

September, 1988-June, 1989

**Head Teacher:** Designed and implemented educationally and emotionally beneficial preschool program according to government requirements. Documented progress as required, held parent-teacher meetings, attended home visits, planned all field trips and trained Associate Teachers

## **Accomplishments and Volunteer Work**

Member of American Counseling Association  
Board Member of Community Awareness Regarding Education  
Parent Volunteer for Ed Fenn Elementary and Gorham Middle High School  
Student Senate Member at White Mountains Community College  
Phi Theta Kappa Member  
The National Dean's List nominee  
Volunteer work in South America  
Multilingual (English, Spanish, French and German)

## **References**

Please see the following page.

**Kirstan Knowlton**

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**EDUCATION**

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- Southern New Hampshire University *Graduated – May 2016*  
**MA – English, Creative Writing and Non-fiction**  
• Cumulative GPA: 3.9 – National Society of Leadership and Success, Sigma Alpha Pi, Writer for Insight
- Granite State College *Graduated – June 2012*  
**BA – Individualized Studies in English Language Arts**  
• Overall GPA: 3.62 – Graduated with honors *magna cum laude*
- University of Phoenix *Graduated – June 2009*  
**AA – Health Care Administration-Medical Records**  
• Overall GPA: 3.60
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**PROFESSIONAL EXPERIENCE**

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- Creator/Designer-Live With Pride** *June 2010-Current*  
• Design and create new products for line  
• Manage supplies and inventory  
• Calculate and track income versus expenses to determine pricing and investment  
• Manage finances and advertising budget  
• Update and maintain social media presence
- Community Editor/Reporter – The Berlin Daily Sun – Berlin** *February 2014 – Current*  
• Attend events, record key information and interview people involved  
• Report information accurately and in an unbiased way  
• Submit stories in compliance with article deadlines, including a weekly column for publication  
• Coordinate three weekly sections. health, business and weekender  
• Communicate effectively and professionally with local businesses and organizations
- NFI North: North Country Shelter and Davenport School – Jefferson *June 2011 – June 2013*  
**Title I Paraprofessional and Direct Care Counselor**
- Ed Fenn Elementary School – Gorham *September 2009 – June 2011*  
**Title I Paraprofessional**
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**COMMUNITY INVOLVEMENT**

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- Guest writer and teacher at WREN
  - Established and led monthly writers' group
  - Creator and admin for North Country Community News
  - Co-creator of North Country Rainbow Alliance
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**QUALIFICATIONS & SKILLS**

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- Highly skilled in Microsoft Office: Word, Excel and Power Point
- Proficient in the use of social media for promoting events and sharing information
- Organized and capable of maintaining online and hardcopy records
- Strong communication skills through email and in-person

**Shelley Corrigan**



**OBJECTIVE**

Obtain a position as an options counselor working with the elderly and disabled population as well as with others as a team member to best serve the program.

**QUALIFICATIONS**

- High level of patience and commitment in working with elderly.
- Clerical support skills
- The ability to multi task
- Willingness to Learn

**COMPETENCIES**

- Ability to Teach
- Problem Solving Skills
- Superior Interpersonal Skills
- Communication Skills
- Ability to Listen
- Organizational Skills

**WORK HISTORY**

April 2015 to Present	Royalty Athletic Club Main St., Gorham NH 03581	Cleaner
Oct. 2014 to April 2015	SAU # 20 123 Main St., Gorham NH 03581	Substitute teacher, Paraprofessional
June 2014 to Nov. 2014	St. Vincent de Paul Nursing Home 29 Providence Ave., Berlin, NH 03570	LNA
April 2014 to July 2014	J & S Homecare Services Second St., Gorham, NH 03581	LNA/Homemaker

**EDUCATION**

Associate in Science- Liberal Arts	WMCC	May 18, 2012
Certificate of Health Science and Technology	WMCC	May 18, 2012
Certificate of Phlebotomy	WMCC	May 20, 2011

**REFERENCES**

Cheryl O'Malley	Service Link 6 River St., Gorham NH 03581	603-915-6596 <a href="mailto:cherylandjimbo@gmail.com">cherylandjimbo@gmail.com</a>
Naomi Levesque	Family Resource Center/Project Youth 123 Main St., Gorham NH 03581	603-723-7253 <a href="mailto:naomi.levesque@frc123.org">naomi.levesque@frc123.org</a>



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen Ryan  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9546 1-800-852-3345 Ext. 9546  
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, to enter into agreements with the vendors listed below for the provision of the ServiceLink Resource Center programs in an amount not to exceed \$5,727,543.33 effective January 1, 2017 or upon Governor and Executive Council approval, whichever is later through September 30, 2018. 58% Federal Funds, 42% General Funds.

Vendor Name	Vendor Number	Location	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$419,498.28
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$620,296.52
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$1,021,731.42
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$768,819.13
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$617,406.03
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$833,125.75
Monadnock Collaborative	159303	Keene and Claremont, NH	\$1,085,069.40
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$361,596.80
<b>TOTAL:</b>			<b>\$5,727,543.33</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

## FISCAL DETAILS ATTACHED

### EXPLANATION

The purpose of this agreement is for the provision of the ServiceLink programs. These Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a sing point of entry for Medicaid long-term support programs and benefits. The ServiceLink program includes: Information, Referral and Assistance, Person Centered Options Counseling, help understanding and accessing Medicare through the State Health Insurance and Assistance Program, Senior Medicare Patrol, Medicare Improvements for Patients and Providers Act program, Veterans Directed and Community Based Program.

The services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Person Centered Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility screening, determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department to ensure that individuals accessing the system experience the same process and receive the same information about publicly funded Long Term Services and Supports through any of the ServiceLink access points locations.

The Department of Health and Human Services solicited applications to provide ServiceLink program services through the Request for Proposal process. The Request for Proposal was posted to the Department's website on July 15, 2016 through August 30, 2016. Ten (10) proposals were received from eight (8) vendors. A team of individuals with program knowledge and experience reviewed the proposals. All eight (8) vendors were awarded contracts as presented in this package.

This contract contains language which reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals would not have access to the information on community based options and ways to access these options which would increase Medicaid expenditures.

Area Served: Statewide

Source of Funds: 58% General Funds and 42% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

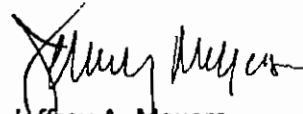
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

SFY17 Q3-Q4, SFY 2018 and SFY 2019

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK (100% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,345.32
102-500734	Contracts for Program Services	2018	\$278,577.45
545-500387	I & R Contracts	2018	\$15,685.18
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$69,992.19
545-500387	I & R Contracts	2019	\$3,921.29
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$448,021.43</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,665.47
102-500734	Contracts for Program Services	2018	\$197,242.17
545-500387	I & R Contracts	2018	\$11,009.79
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$49,508.75
545-500387	I & R Contracts	2019	\$2,752.45
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$302,928.63</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$20,773.35
102-500734	Contracts for Program Services	2018	\$479,324.51
545-500387	I & R Contracts	2018	\$26,393.33
570-500928	Family Caregiver	2018	\$67,000.00
102-500734	Contracts for Program Services	2019	\$120,131.25
545-500387	I & R Contracts	2019	\$6,598.33
570-500928	Family Caregiver	2019	\$16,750.00
		<b>Subtotal</b>	<b>\$736,970.77</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$12,760.79
102-500734	Contracts for Program Services	2018	\$349,981.07
545-500387	I & R Contracts	2018	\$16,213.04
570-500928	Family Caregiver	2018	\$54,000.00
102-500734	Contracts for Program Services	2019	\$86,180.59



545-500387	I & R Contracts	2019	\$4,053.26
570-500928	Family Caregiver	2019	\$13,500.00
		<b>Subtotal</b>	<b>\$536,688.75</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$13,888.49
102-500734	Contracts for Program Services	2018	\$289,306.45
545-500387	I & R Contracts	2018	\$17,645.82
570-500928	Family Caregiver	2018	\$40,500.00
102-500734	Contracts for Program Services	2019	\$73,368.22
545-500387	I & R Contracts	2019	\$4,411.46
570-500928	Family Caregiver	2019	\$10,125.00
		<b>Subtotal</b>	<b>\$449,245.44</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$17,093.52
102-500734	Contracts for Program Services	2018	\$366,096.10
545-500387	I & R Contracts	2018	\$21,717.93
570-500928	Family Caregiver	2018	\$81,000.00
102-500734	Contracts for Program Services	2019	\$92,535.39
545-500387	I & R Contracts	2019	\$5,429.48
570-500928	Family Caregiver	2019	\$20,250.00
		<b>Subtotal</b>	<b>\$604,122.42</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$24,987.41
102-500734	Contracts for Program Services	2018	\$511,751.79
545-500387	I & R Contracts	2018	\$31,747.40
570-500928	Family Caregiver	2018	\$67,500.00
102-500734	Contracts for Program Services	2019	\$130,048.20
545-500387	I & R Contracts	2019	\$7,936.85
570-500928	Family Caregiver	2019	\$16,875.00
		<b>Subtotal</b>	<b>\$790,846.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500734	Contracts for Program Services	2017	\$8,190.65
102-500734	Contracts for Program Services	2018	\$166,350.00
545-500387	I & R Contracts	2018	\$10,406.51
570-500928	Family Caregiver	2018	\$27,000.00
102-500734	Contracts for Program Services	2019	\$42,316.94
545-500387	I & R Contracts	2019	\$2,601.63
570-500928	Family Caregiver	2019	\$6,750.00
		<b>Subtotal</b>	<b>\$263,615.73</b>

<b>Total 9565</b>	<b>\$4,132,439.82</b>
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**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%  
(50% Federal Funds; 50% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$96,724.05
		<b>Subtotal</b>	<b>\$96,724.05</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$67,892.85
		<b>Subtotal</b>	<b>\$67,892.85</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$162,756.84
		<b>Subtotal</b>	<b>\$162,756.84</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$99,979.19
		<b>Subtotal</b>	<b>\$99,979.19</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$108,814.56
		<b>Subtotal</b>	<b>\$108,814.56</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$133,925.61
		<b>Subtotal</b>	<b>\$133,925.61</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$195,773.21
		<b>Subtotal</b>	<b>\$195,773.21</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
550-500398	Assessment & Counseling	2017	\$64,172.69
		<b>Subtotal</b>	<b>\$64,172.69</b>

<b>Total 6180</b>	<b>\$930,039.00</b>
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**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT  
(46% Federal Funds; 54% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,017.46
		<b>Subtotal</b>	<b>\$8,017.46</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,627.64
		<b>Subtotal</b>	<b>\$5,627.64</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$13,490.93
		<b>Subtotal</b>	<b>\$13,490.93</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$8,287.28
		<b>Subtotal</b>	<b>\$8,287.28</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$9,019.65
		<b>Subtotal</b>	<b>\$9,019.65</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$11,101.11
		<b>Subtotal</b>	<b>\$11,101.11</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$16,227.65
		<b>Subtotal</b>	<b>\$16,227.65</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
545-500387	I & R Contracts	2017	\$5,319.28
		<b>Subtotal</b>	<b>\$5,319.28</b>

<b>Total 9255</b>	<b>\$77,091.00</b>
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05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS  
 (86% Federal Funds; 14% General Funds)

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
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570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$27,000.00</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,500.00
		<b>Subtotal</b>	<b>\$33,500.00</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
072-500575	Grants - Federal	2017	\$15,000.00
570-500928	Family Caregiver	2017	\$27,000.00
		<b>Subtotal</b>	<b>\$42,000.00</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$20,250.00
		<b>Subtotal</b>	<b>\$20,250.00</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$40,500.00
		<b>Subtotal</b>	<b>\$40,500.00</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$33,750.00
		<b>Subtotal</b>	<b>\$33,750.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
570-500928	Family Caregiver	2017	\$13,500.00
		<b>Subtotal</b>	<b>\$13,500.00</b>

<b>Total 7872-072-545</b>	<b>\$224,000.00</b>
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**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,245.00
		<b>Subtotal</b>	<b>\$10,245.00</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,525.09
		<b>Subtotal</b>	<b>\$7,525.09</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$19,311.38
		<b>Subtotal</b>	<b>\$19,311.38</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$22,756.60
		<b>Subtotal</b>	<b>\$22,756.60</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
102-500731	Contracts for Program Services	2017	\$6,799.78
		<b>Subtotal</b>	<b>\$6,799.78</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,335.67
		<b>Subtotal</b>	<b>\$10,335.67</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$10,517.00
		<b>Subtotal</b>	<b>\$10,517.00</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,173.23
		<b>Subtotal</b>	<b>\$3,173.23</b>

<b>Total 8925</b>	<b>\$90,663.75</b>
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**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP  
(75% Federal Funds; 25% General Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$19,010.74
		<b>Subtotal</b>	<b>\$19,010.74</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$13,739.44
		<b>Subtotal</b>	<b>\$13,739.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,442.87
		<b>Subtotal</b>	<b>\$34,442.87</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$34,057.30
		<b>Subtotal</b>	<b>\$34,057.30</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$15,791.19
		<b>Subtotal</b>	<b>\$15,791.19</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,764.10
		<b>Subtotal</b>	<b>\$21,764.10</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$26,377.78
		<b>Subtotal</b>	<b>\$26,377.78</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,321.78
		<b>Subtotal</b>	<b>\$8,321.78</b>

<b>Total 3317 SMPP</b>	<b>\$173,505.20</b>
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**05-95-48-481010-8888 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - MIPPA  
(100% Federal Funds)**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,277.94
		<b>Subtotal</b>	<b>\$11,277.94</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$8,283.79
		<b>Subtotal</b>	<b>\$8,283.79</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$21,258.47
		<b>Subtotal</b>	<b>\$21,258.47</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$25,050.98
		<b>Subtotal</b>	<b>\$25,050.98</b>

**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$7,485.35
		<b>Subtotal</b>	<b>\$7,485.35</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,377.74
		<b>Subtotal</b>	<b>\$11,377.74</b>

**Monadnock Collaborative (Vendor # 159303)**

Class/Account	Class Title	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$11,577.35
		<b>Subtotal</b>	<b>\$11,577.35</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

Class/Account	Contracts for Program Svcs	State Fiscal Year	Budget
102-500731	Contracts for Program Services	2017	\$3,493.17
		<b>Subtotal</b>	<b>\$3,493.17</b>

<b>Total 8888</b>	<b>\$99,804.79</b>
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**Summary by Vendor by Year**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

	State Fiscal Year	Budget
	2017	\$184,620.51
	2018	\$348,262.63
	2019	\$87,413.48
	<b>Subtotal</b>	<b>\$620,296.62</b>

**Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)**

	State Fiscal Year	Budget
	2017	\$125,234.28
	2018	\$235,251.96
	2019	\$59,011.20
	<b>Subtotal</b>	<b>\$419,497.44</b>

**Crotched Mountain Community Care, Inc. (Vendor # 177293)**

	State Fiscal Year	Budget
	2017	\$305,533.84
	2018	\$572,717.84
	2019	\$143,479.58
	<b>Subtotal</b>	<b>\$1,021,731.26</b>

**Easter Seals New Hampshire, Inc. (Vendor # 177204)**

	State Fiscal Year	Budget
	2017	\$244,892.14
	2018	\$420,194.11
	2019	\$103,733.85

		<b>Subtotal</b>	<b>\$768,820.10</b>
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**Grafton County Senior Citizens Council, Inc. (Vendor # 177675)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$182,049.02
		2018	\$347,452.27
		2019	\$87,904.68
		<b>Subtotal</b>	<b>\$617,405.97</b>

**Lakes Region Partnership for Public Health (Vendor # 165635)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$246,097.75
		2018	\$468,814.03
		2019	\$118,214.87
		<b>Subtotal</b>	<b>\$833,126.65</b>

**Monadnock Collaborative (Vendor # 159303)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$319,210.40
		2018	\$610,999.19
		2019	\$154,860.05
		<b>Subtotal</b>	<b>\$1,085,069.64</b>

**Tri County Community Action Program, Inc. (Vendor # 177195)**

		<b>State Fiscal Year</b>	<b>Budget</b>
		2017	\$106,170.80
		2018	\$203,756.51
		2019	\$51,668.57
		<b>Subtotal</b>	<b>\$361,595.88</b>

<b>Grand Total SFY17</b>	2017	<b>\$1,713,808.74</b>
<b>Grand Total SFY18</b>	2018	<b>\$3,207,448.54</b>
<b>Grand Total SFY19</b>	2019	<b>\$806,286.28</b>
<b>Total Contract</b>		<b>\$5,727,543.33</b>



Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-08)

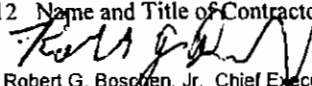
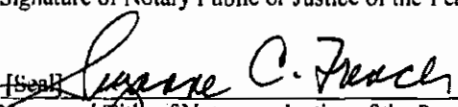
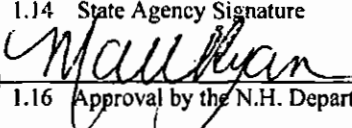
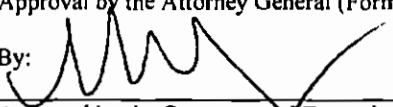
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7100	1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$361,596.80
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory  Robert G. Boschen, Jr. Chief Executive Officer	
1.13 Acknowledgement: State of New Hampshire, County of Coos  On October 31, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS Date: 11/18/16	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: Megan A. Yopl - Attorney 11/29/16			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

**1. Provisions Applicable to All Services**

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

**2. Statement of Work**

**2.1. ServiceLink Administrative Requirements**

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
  - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
  - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
  - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
  - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
  - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
  - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
  - 2.1.2.2.3. Barrier-free/handicap access;
  - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
  - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
  - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
  - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
  - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
  - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
  - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
  - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
  - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
  - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
  - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
  - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
  - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
  - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
  - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
  - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
  - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
  - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
    - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
    - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
    - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
    - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
    - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
    - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
    - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
    - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
  - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
  - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
  - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
  - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
  - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
  - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
  - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
  - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
  - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
  - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
  - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
  - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
  - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
  - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
  - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
  - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
  - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
  - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
  - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
  - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.





Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
  - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
  - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
  - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
  - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
  - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
  - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
  - 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
  - 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
  - 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
  - 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
  - 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
  - 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
  - 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
  - 2.2.4.15. Participate in VAMC program meetings.
  - 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
- 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
  - 2.2.5.2. Provide personalized counseling services.
  - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
  - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
  - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
  - 2.2.6.3. Collaborate with community-based providers.
  - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
  - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
  - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
  - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
  - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
  - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
  - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
  - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
    - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
    - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
    - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
    - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
    - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
    - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
    - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition; provide individuals with a safe and secure setting, and prevent hospital readmission.
  - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
  - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
  - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
  - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
  - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
  - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services, problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
    - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
    - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
    - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
    - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
  - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
  - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
  - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
    - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
    - 2.2.10.3.2. Conduct follow-up contacts.
    - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
    - 2.2.10.3.4. Develop a media list for the geographic area served.
    - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.2.10.4. Be responsible for purchasing media in their local area.
  - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.
2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM).
3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month.	Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department.
4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department.

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
  - 3.2.1. Number of individuals served.
  - 3.2.2. Types of information/referrals provided to individuals.
  - 3.2.3. Follow-up services performed and frequency of services delivered.
  - 3.2.4. Length of contact.
  - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
  - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
  - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
  - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

**4. Performance Measures**

- 4.1. The Contractor shall meet at a minimum the following performance measures:
  - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
  - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
  - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
  - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
  - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
  - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

**5. Staffing**

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
  - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.





Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
  - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
  - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
  - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
  - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
  - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
  - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
  - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
  - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
  - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
  - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
  - 5.6.5.2. Within 6 months of hire:
    - 5.6.5.2.1. SHIP training and assessments;
    - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
    - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
  - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
  - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
    - 5.7.1.1. Carroll and Sullivan .25 FTE;
    - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
    - 5.7.1.3. Grafton .75 FTE;
    - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
    - 5.7.1.5. Rockingham 1.25 FTE.
  - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
    - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
    - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
    - 5.7.2.3. Merrimack County 2 FTE; and
    - 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



## Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
  - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
  - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
  - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
  - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
  - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
  - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
  - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20<sup>th</sup> of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 4.2. The invoices must:
    - 3.2.1 Clearly identify the amount requested and the services performed during that period.
    - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
    - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
  - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager  
NH Department of Health and Human Services  
Office of Human Services  
129 Pleasant Street  
Concord, NH 03301



Exhibit B

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services  
(Name of RFP)

Budget Period: FY17

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 65,584.80	\$ -	\$ 65,584.80	\$ -	\$ -	\$ -	\$ 65,584.80	\$ -	\$ 65,584.80
2. Employee Benefits	\$ 16,916.00	\$ -	\$ 16,916.00	\$ -	\$ -	\$ -	\$ 16,916.00	\$ -	\$ 16,916.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 569.00	\$ -	\$ 569.00	\$ -	\$ -	\$ -	\$ 569.00	\$ -	\$ 569.00
6. Travel	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00
7. Occupancy	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Postage	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -	\$ -	\$ 330.00	\$ -	\$ 330.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
10. Marketing/Communications	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
13. Other (specify details mandatory):	\$ 11,421.00	\$ -	\$ 11,421.00	\$ -	\$ -	\$ -	\$ 11,421.00	\$ -	\$ 11,421.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 106,170.80	\$ -	\$ 106,170.80	\$ -	\$ -	\$ -	\$ 106,170.80	\$ -	\$ 106,170.80

Indirect As A Percent of Direct

0.0%

Contractor Initials: *R.C.C.*  
Date: *10/3/17*

Exhibit B-2

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services  
 (Name of RFP)

Budget Period: FY18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 128,545.00	\$ -	\$ 128,545.00	\$ -	\$ -	\$ -	\$ 128,545.00	\$ -	\$ 128,545.00
2. Employee Benefits	\$ 33,832.00	\$ -	\$ 33,832.00	\$ -	\$ -	\$ -	\$ 33,832.00	\$ -	\$ 33,832.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,511.00	\$ -	\$ 1,511.00	\$ -	\$ -	\$ -	\$ 1,511.00	\$ -	\$ 1,511.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ 7,188.00	\$ -	\$ 7,188.00	\$ -	\$ -	\$ -	\$ 7,188.00	\$ -	\$ 7,188.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Postage	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
10. Marketing/Communications	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
13. Other (specific details mandatory):	\$ 20,081.00	\$ -	\$ 20,081.00	\$ -	\$ -	\$ -	\$ 20,081.00	\$ -	\$ 20,081.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 203,757.00	\$ -	\$ 203,757.00	\$ -	\$ -	\$ -	\$ 203,757.00	\$ -	\$ 203,757.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: RLG  
 Date: 10/31/16

Exhibit B-3

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services  
(Name of RFP)

Budget Period: FY19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH's contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 31,917.00	\$ -	\$ 31,917.00	\$ -	\$ -	\$ -	\$ 31,917.00	\$ -	\$ 31,917.00
2. Employee Benefits	\$ 8,442.00	\$ -	\$ 8,442.00	\$ -	\$ -	\$ -	\$ 8,442.00	\$ -	\$ 8,442.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Purchase/Depreciation	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
6. Travel	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
7. Occupancy	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Postage	\$ 165.00	\$ -	\$ 165.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ 165.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
13. Other (specific details mandatory):	\$ 5,170.00	\$ -	\$ 5,170.00	\$ -	\$ -	\$ -	\$ 5,170.00	\$ -	\$ 5,170.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 51,669.00</b>	<b>\$ -</b>	<b>\$ 51,669.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,669.00</b>	<b>\$ -</b>	<b>\$ 51,669.00</b>

Indirect As A Percent of Direct

0.0%

Contractor Initials: RGB  
Date: 10/31/18





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

October 31, 2016

Date

Contractor Initials RGB

Date 10/21/16





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

10-31-2016

Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Tri-County Community Action Program, Inc.

10-31-2016

Date

Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

RGB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Tri-County Community Action Program, Inc.

10-31-2016

Date

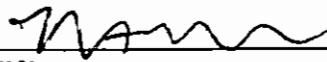
  
Name: Robert G. Boschen, Jr.  
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Exhibit G

Contractor Initials RGB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections