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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID SERVICES
Bureau of Developmental Services

Jeffrey A. Meyers
Commissioner

Christine Santaniello
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5023 1-800-852-3345 Ext. 5023
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2017

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, Bureau of Developmental Services, to enter into a **retroactive** agreement with the vendors listed below, in an amount not to exceed \$520,712.00 to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families, retroactive to July 1, 2017, effective upon Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820
Central New Hampshire VNA & Hospice	177244	780 N. Main Street Laconia, NH 03246
Child and Family Services	177166	464 Chestnut Street PO Box 448 Manchester, NH 03105
Community Crossroads	TBD	8 Commerce Drive, Unit 801 Atkinson, NH 03811
Families First of the Greater Seacoast	166629	100 Campus Drive Portsmouth, NH 03801
Gateways Community Services	155784	144 Canal Street Nashua, NH 03064
Monadnock Developmental Services	177280	121 Railroad Street Keene, NH 03431
Visiting Nurse Association of Manchester & Southern New Hampshire	154134	1070 Holt Avenue, Suite 1400 Manchester, NH 03109
White Mountain Community Health Center	174170	298 White Mt. Hwy, PO Box 2800 Conway, NH 03818

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

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

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$39,166.00

Central NH VNA and Hospice

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Child and Family Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$177,346.00

Community Crossroads

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Families First of the Greater Seacoast

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Gateways Community Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Monadnock Developmental Services

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00

Visiting Nurse Association of Manchester & Southern New Hampshire

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$76,050.00

White Mountain Community Health Center

SFY	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Services	93017858	\$38,025.00
			Total	\$520,712.00

EXPLANATION

This request is **retroactive** because the contract review and approval process took longer than anticipated.

Funds in this agreement are for the provision of services that address the diverse needs of children and youth with chronic health conditions and their families, to assist them to advocate for themselves, access resources, navigate systems, and build competence to manage their own or their children’s chronic illness through family centered education, and evidence-based family support. Each Partners in Health (PIH) site will maintain a family council made up of parents who have children with chronic illnesses. These councils are involved with the sites’ activities including, but not limited to: parent education, recreational and social activities, support groups, and respite. The PIH sites link families, communities, and State agencies, to support issues related to raising children with chronic health conditions. PIH sites have a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, and provide flexible funding for such things as emergency food, medicine, and transportation. Family support efforts also include, but are not limited to; enhancing communication with schools, attending Individualized Education Program (IEP) meetings, and making special arrangements during hospitalizations and discharge preparations.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. According to the survey results, more than 4,000 parents of children with special health care needs reported that they have been frustrated in getting services for their children.

These agreements were competitively bid through a Request for Proposals posted on the Department of Health and Human Services’ web site from March 3, 2017 through April 3, 2017. The Department received nine (9) proposals, each proposal was for a unique region with the cumulative result of statewide coverage as identified in the RFP. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Scoring Summary is attached.

As referenced in the Request for Proposals in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.


Should the Governor and Executive Council not authorize this request, approximately 1,000 children with chronic health conditions and their families will be impacted. They will not have access to the supportive services necessary to maintain their health at optimum levels, and parents will struggle to coordinate the children’s health needs. Impacted children may experience increased rates of hospitalization, exacerbation of their illnesses, and parents may struggle to maintain employment as a result.

Source of Funds: 100% Federal Funds from the Administration of Families, Department of Human Services, Social Services Block Grant, CFDA #93.667. FAIN# G-1701NHSOSR.

In the event that the 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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Denis Goulet
 Commissioner

July 20, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency’s request to enter into **retroactive** contract agreements with nine (9) vendors as described below and referenced as DoIT No. 2017-063.

The requested action authorizes the Department of Health and Human Services to enter into retroactive contract agreements with nine (9) vendors to provide comprehensive family support services and community/regional resources to address the needs of children and youth with chronic health conditions and their families.

Vendor Name	Vendor ID#	Address
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	113 Crosby Road, Suite 1 Dover, NH 03820
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Denis Goulet
Commissioner

Jeffrey A. Meyers, Commissioner
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The price limitation is \$520,712.00, retroactive to July 1, 2017, effective upon Governor and Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a large, stylized flourish extending to the right.

Denis Goulet

DG/ik
DoIT #2017-063

cc: Bruce Smith, IT Manager, DoIT



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

Partners in Health Family Support Services for
Children With Chronic Health Conditions

RFP Name

RFP 2018-BDS-01-FAMIL

RFP Number

Reviewer Names

1. Sue Moore, SMS Program Mgr
(Tech)

2. Chris Santaniello, BDS Director
(Tech)

3. Dee Dunn Tierney, SMS Family
Support Administrator (Tech)

4. Alicia L'esperance (Cost)

5. Tanja Milic (Cost)

6.

7.

8.

9.

Pass/Fail	Maximum Points	Actual Points
	150	136
	150	122
	150	133
	150	131
	150	134
	150	134
	150	131
	150	119
	150	25

1. Child & Family Services

2. Central NH VNA & Hospice

3. Community Crossroads

4. Community Partners

5. Families First

6. Gateways Community Services

7. VNA Home Health & Hospice Srvc

8. Monadnock Developmental Srvc

9. White Mountain Community Health Center

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-01)

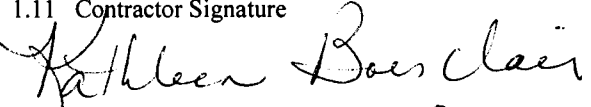
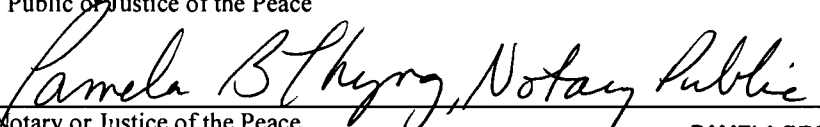

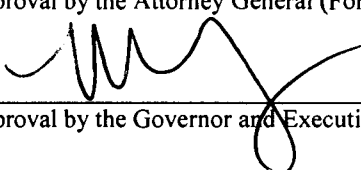
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH 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. dba Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$39,166.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>July 11, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela Becker Thyng, Notary Public PAMELA BECKER THYNG, Notary Public State of New Hampshire My Commission Expires April 19, 2022			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christopher Sankamieddy, Director	
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. Yeele - Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials K.B.
Date 7/11/17

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 K. B.
Date 7/11/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 9, the Dover region. The towns associated with Region 9 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor's Family Support program shall provide:
 - 2.6.1. Peer support and collaboration to the PIH Family Support Coordinator (FSC).
 - 2.6.2. Access for the FSC to trainings and other resources of the Family Support Team.
 - 2.6.3. Access for the families enrolled in the PIH program to the services of the Family Support Team's Parent to Parent Coordinator, who works with all families who have children with any health care need, regardless of eligibility.
- 2.7. The Contractor shall provide intake services by:
 - 2.7.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.7.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.7.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.7.3.1. Department Application for Services.
 - 2.7.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.7.3.3. Consent to bill Medicaid if applicable.
 - 2.7.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.7.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.7.4. Determining eligibility per He-M 523 the process of which is:
 - 2.7.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.7.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.7.4.3. The Contractor reviews the completed form.
 - 2.7.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.7.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the



Exhibit A

applicant, in writing and verbally, of the appeal rights under He-M 523.12.

2.7.4.6. Eligibility is re-determined annually.

2.8. The Contractor shall provide family support services including, but not limited to:

2.8.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.

2.8.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:

2.8.2.1. Medical, health, and insurance.

2.8.2.2. Community, transition, and independence

2.8.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.

2.8.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.

2.9. The Contractor shall assist the child/youth and their family with meeting goals by:

2.9.1. Applying interpersonal skills and a strength and asset-based focus with the family.

2.9.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.

2.9.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.

2.9.4. Applying participatory practices by following the choices of the family which is implemented by:

2.9.4.1. Providing families with all information in ways that best match their processing style.

2.9.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.

2.9.4.3. Supporting the family's decisions and cultural needs.

2.9.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.

2.10. The Contractor shall employ techniques of Person Centered Planning, developing SMART (Specific, Measureable, Achievable, Realistic and Timely) goals and Motivational Interviewing in order to:

2.10.1. Promote the PIH Program with the goal of identifying children with chronic health conditions.



Exhibit A

- 2.10.2. Act as the referral and intake source for PIH Program.
- 2.10.3. Meet with families to help them identify their needs and develop an action plan.
- 2.10.4. Inform families of their rights with regard to PIH and HIPAA regulations.
- 2.10.5. Make interpreters available to families, as needed.
- 2.10.6. Assist families to identify natural and other supports.
- 2.10.7. Provide direct assistance in accessing resources as needed, such as Medicaid.
- 2.10.8. Provide direct financial and other assistance, as needed.
- 2.10.9. Allocate flex funds as appropriate and report balances to Council monthly.
- 2.10.10. Act as liaison between PIH Family Council and Community Partners.
- 2.10.11. Collaborate with students, families, and schools on transition planning, including both educational and healthcare transitions.
- 2.10.12. Assist with Medicaid applications for young adults as they age out of Children's Medicaid.
- 2.10.13. Assist the PIH Family Council with recruitment, facilitation of monthly council meetings, and planning initiatives.
- 2.11. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.12. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which may include, but is not limited to:
 - 2.12.1. Offering supportive listening.
 - 2.12.2. Being available to attend IEP or 504 meetings.
 - 2.12.3. Helping families write grants and apply for Medicaid.
 - 2.12.4. Providing feedback from other families that may be helpful.
 - 2.12.5. Coordinating opportunities for respite.
 - 2.12.6. Empowering the family so they are best able to advocate for themselves.
- 2.13. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.13.1. Local schools, especially with school nurses.
 - 2.13.2. Zebra Crossings.
 - 2.13.3. Community Action Partnership.
 - 2.13.4. Share Funds.
 - 2.13.5. Local city and state welfare programs.



Exhibit A

- 2.14. The Contractor shall provide educational opportunities to families which may include, but is not limited to meeting with families to conduct intakes and provide information about PIH services for new referrals, including information about transportation services available through the Managed Care Organizations, enrolling in Medicaid, and flex funds that may be available.
- 2.15. The Contractor shall provide training and support activities to the PIH Family Council including, but not limited to:
 - 2.15.1. Maintaining a membership of at least five (5) members who have a family member with a chronic health condition eligible for the PIH program, or is a young adult who was enrolled in the PIH program.
 - 2.15.2. Endeavoring to be representative across geographic, age, ethnicity and chronic health categories.
 - 2.15.3. Adopting internal by-laws to determine membership, terms of office, recruitment and policies regarding flex fund allocations.
 - 2.15.4. Developing an annual action plan with measurable goals that reflects the needs of families in the Contractor's region.
 - 2.15.5. Coordinating with the Family Support Advisory Council and other organizations to provide at least five (5) annual family activities, services, and fund raising.
 - 2.15.6. Participating in Council leadership and statewide Council activities, as needed.
 - 2.15.7. Attending, yearly, the Contractor's Board of Directors meeting to provide updates on Council and program activities, ensuring that PIH is incorporated into agency strategic planning.
 - 2.15.8. Promoting the mission of the PIH program at medical, educational and community organizations.
- 2.16. The Contractor, with the support of the PIH Family Council and Community Partners, shall accomplish the following:
 - 2.16.1. Coordination with the Department and Other State Projects: The FSC will partner with other PIH sites, the Community Base Care Coordinators, the Department, and other State funded projects providing case management, as reported on the PIH end of year report.
 - 2.16.2. Development of an action plan with 100% families at intake, based on the family and child's needs as identified by the family, as evidenced in the PIH data system.
 - 2.16.3. Dissemination of the Department Satisfaction Survey results upon release to the PIH Family Council, Family Support Council and Community Partners' Board of Directors.
 - 2.16.4. Development, annually, of its annual vision and goals based upon feedback from satisfaction surveys and families.
 - 2.16.5. Attendance of 90% of weekly Family Support team meetings, as evidenced by the minutes.



Exhibit A

- 2.16.6. Provision of access to the FSC of 100% of appropriate trainings provided by Community Partners, including, but not limited to Cultural Competency available on the Relias training site and access to training/continuing education scholarships, as evidenced in reported trainings attended on PIH year of end report.
- 2.17. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.18. The Contractor shall refer adolescents to appropriate and available resources, training, and programs that promote information on transitioning and independence.
- 2.19. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care including, but not limited to:
 - 2.21.1. Audits with the Department and the PIH Manager.
 - 2.21.2. Complying with all of the standards set by the Department regarding reporting, documentation, and use of database designed by the Department.
 - 2.21.3. Collaborating with the Contractor's internal QI and meet with the QI Director to review all documents and quality of programs.
 - 2.21.4. Updating the program as needed based on recommendations resulting from Department surveys.
- 2.22. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions, with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.23. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.23.1. Routine phone or in person meetings, at least monthly.
 - 2.23.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.23.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:



Exhibit A

- 2.25.1. PIH staff orientation.
 - 2.25.2. Database training.
 - 2.25.3. FSC monthly meetings.
 - 2.25.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.26. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
- 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 3. Staffing**
- 3.1. The Contractor shall employ one (1) Director of Family Support who will act as the Lead Agency Supervisor and have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
- 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSCs positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date of a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:



Exhibit A

- 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
- 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
- 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
- 4.1.4. Third-party funding including goods, funds, and in kind donations and the impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation,



Exhibit A

use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:

- 5.4.1. Flash drive.
- 5.4.2. Disk.
- 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
3. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 per State Fiscal Year.

4. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Behavioral Health and Developmental Services of Strafford County dba Community Partners of Strafford County

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (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	\$ 36,920.00	\$ 3,482.00	\$ 40,402.00	\$ 23,075.00	\$ 3,482.00	\$ 26,557.00	\$ 13,845.00	\$ -	\$ 13,845.00
2. Employee Benefits	\$ 17,721.60	\$ 1,671.00	\$ 19,392.60	\$ 12,400.60	\$ 1,671.00	\$ 14,071.60	\$ 5,321.00	\$ -	\$ 5,321.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 25.00	\$ 225.00	\$ 200.00	\$ 25.00	\$ 225.00	\$ -	\$ -	\$ -
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
PIH Flex Funds For Families	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 75,841.60	\$ 6,998.00	\$ 82,839.60	\$ 36,675.60	\$ 6,998.00	\$ 43,673.60	\$ 39,166.00	\$ -	\$ 39,166.00

Indirect As A Percent of Direct

9.2%



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

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. **Extension:**

The Department reserves the right to renew the Contract for up to one (1) additional year, 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



- 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.

7/11/17
Date

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

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Kathleen Boisclair

Name: Kathleen Boisclair
Title: President

7/11/17
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 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.

7/11/17
Date

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

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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

The 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 K.B.

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.

7/11/17
Date

Contractor Name:

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

Kathleen Boisclair

Name: Kathleen Boisclair
Title: 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.

Date 7/11/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

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

Name: Kathleen Boisclair
Title: President

7/11/17
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Christine Santanillo
Signature of Authorized Representative

Christine Santanillo
Name of Authorized Representative

Director, BDS
Title of Authorized Representative

7/17/17
Date

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

Name of the Contractor

Kathleen Boisclair
Signature of Authorized Representative

Kathleen Boisclair
Name of Authorized Representative

President
Title of Authorized Representative

7/11/17
Date



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

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

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

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

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

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

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

Contractor Name:

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

Name: Kathleen Boisclair
Title: President

7/11/17
Date

Contractor Initials K. B.
Date 7/11/17



FORM A

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

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

Region 9
Dover
Barrington
Dover
Durham
Farmington
Lee
Madbury
Middleton
Milton
New Durham
Rochester
Rollinsford
Somersworth
Strafford

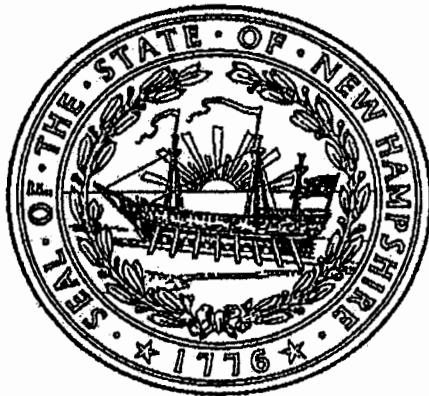
State of New Hampshire

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



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. 2017.

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

William M. Gardner
Secretary of State

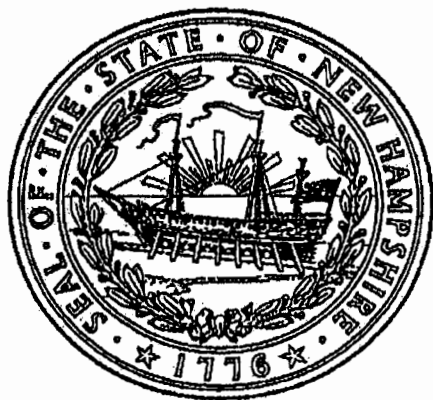
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 455172



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. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 11, 2017:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11 day of July, 2017.
(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Wayne A. Goss
(Signature of the Elected Officer) Wayne Goss

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 11 day of July, 2017.

By Wayne Goss
(Name of Elected Officer of the Agency)

Pamela B. Thyng, Notary Public
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 19, 2022

PAMELA BECKER THYNG, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2016

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Vivian Vaudreuil PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: AIG Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: AIG Specialty Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Behavioral Health & Developmental Services of Stafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820														

COVERAGES CERTIFICATE NUMBER: 16-17 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 VWD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1571395	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Dishonesty \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1571395	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		PHUB561896	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	012883756 (3a.) NH All officers included	11/16/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1571395	11/1/2016	11/1/2017	Limit 1,000,000
A	Director's & Officer's Liab		PHSD1191492	11/1/2016	11/1/2017	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

State of 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

M Guarino/JSC

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

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

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

A United Way
Partner Agency



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

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

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

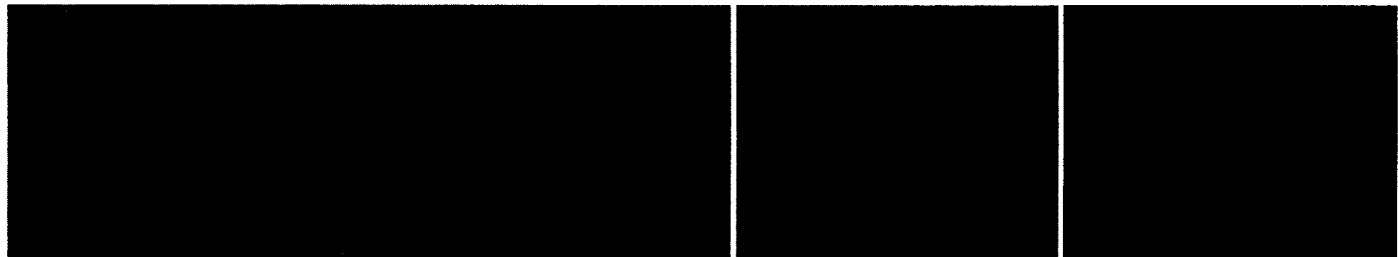
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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

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

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 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>
ASSETS		
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>
LIABILITIES AND NET ASSETS		
Liabilities		
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>
Net assets		
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>

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. D/B/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
Public support and revenue												
Medicaid revenue	\$ 853,857	\$ 3,770,000	\$ 3,663,028	\$ 218,963	\$ 5,218,878	\$ 6,983,290	\$ 2,394,701	\$ 80,625	\$ 40,443	\$ 23,221,683	\$ -	\$ 23,221,683
Medicare revenue	-	43,983	(4,132)	-	-	-	209,655	(15,803)	-	233,703	-	233,703
Client resources	26,518	29,359	318,536	(682)	666,612	308,842	134,095	28,943	-	1,512,023	300	1,512,323
Contract revenue	40,502	293,723	303,776	38,565	-	30,835	60,310	103,598	162,079	1,033,188	283,863	1,317,071
Grant income	-	20,288	115,549	4,462	-	15,565	61,148	-	507,312	724,354	5,000	729,354
Interest income	-	-	-	-	-	-	-	-	-	414	-	414
Other program revenue	-	68,895	998	-	6,778	48,758	-	-	300	127,527	18,340	145,867
Public support	13,180	9,322	10,106	41,036	-	-	25	-	37,862	111,953	4,303	115,856
Other revenue	589	21,759	2,325	95	11,157	5,533	20,783	-	127,163	189,414	19,573	208,987
Total functional public support and revenue	934,456	4,257,129	4,410,186	302,441	5,903,521	7,392,453	2,880,717	197,363	875,179	27,153,445	331,813	27,485,258
Net assets released from restrictions	4,800	-	4,571	-	-	-	-	-	17,564	26,935	-	26,935
Total public support, revenue and releases	939,256	4,257,129	4,414,757	302,441	5,903,521	7,392,453	2,880,717	197,363	892,743	27,180,380	331,813	27,512,193
Expenses												
Salaries and wages	539,414	2,224,652	2,156,753	141,831	647,496	1,680,037	1,575,073	326,476	473,703	9,765,435	1,700,708	11,466,141
Employee benefits	128,623	541,750	431,718	47,548	165,840	293,108	546,258	82,088	168,150	2,405,062	264,685	2,669,747
Payroll taxes	39,167	189,396	152,590	10,508	48,012	123,820	109,214	23,277	49,068	725,050	87,571	812,621
Contracted substitute staff	998	7,338	8,250	333	1,219	2,217	6,783	1,120	271	26,529	69,632	96,161
Client treatment services	-	9,854	624	217,824	3,121,485	1,366,959	9,278	-	18,625	4,784,527	500	4,785,027
Client therapies	25,575	1,966	91,842	2,165	23,021	21,932	54,212	-	-	220,713	1,803	222,516
Professional fees and consultants	52,641	44,662	47,986	10,949	21,809	41,143	50,929	8,876	9,939	288,014	108,440	396,454
Subcontractors	-	480,118	-	-	1,043,611	2,429,652	1,891	-	-	3,955,372	-	3,955,372
Staff development/training	1,209	3,416	13,222	2,283	971	9,088	11,630	581	1,975	44,364	33,977	78,341
Rent	-	64,405	44,107	-	2,450	2,450	88,087	-	18,560	200,059	37,191	237,250
Utilities	2,704	34,248	12,474	2,704	10,953	29,598	10,611	-	17,108	120,396	12,753	133,149
Building maintenance and repairs	1,084	22,833	9,980	1,049	15,145	27,336	10,128	540	6,091	94,198	12,244	106,440
Other occupancy costs	1,721	27,726	11,981	1,721	5,094	28,302	15,851	-	19,833	112,009	10,797	122,806
Office	1,227	15,828	6,784	875	3,489	6,088	4,983	667	7,903	48,946	51,281	100,227
Building/household	642	15,439	5,215	226	3,521	7,214	5,587	507	1,272	39,603	11,065	50,668
Client consumables	1,572	24,613	2,970	6,025	10,315	58,087	3,100	94	1,620	108,376	3,046	111,422
Medical	-	263	274	-	2,742	60	330	25	4	3,718	463	4,181
Equipment maintenance	5,421	25,010	23,767	2,823	8,795	16,973	29,255	4,485	5,110	121,439	27,300	148,739
Depreciation	22,943	81,576	52,957	7,848	28,042	50,985	50,139	7,690	3,648	305,628	78,717	384,345
Advertising	-	-	-	-	-	-	-	-	417	417	-	2,994
Printing	34	239	4,535	11	86	166	161	26	8	5,286	(16)	5,250
Telephone/communications	1,818	32,929	24,086	401	14,583	25,374	24,842	1,521	30,873	196,407	26,170	182,577
Postage/shipping	823	3,360	4,336	286	975	1,772	5,085	620	1,732	18,951	3,709	22,660
Transportation	20,146	243,510	42,121	2,750	16,705	139,079	54,813	1,120	7,189	527,233	12,320	539,553
Assistance to individuals	9,917	37,947	800	107,013	-	38,723	-	-	25,884	220,084	821	220,705
Insurance	11,964	54,994	55,031	3,984	14,647	26,631	51,876	7,068	22,930	249,156	34,781	283,937
Membership dues	249	946	2,639	83	304	552	2,505	204	57	7,539	84,282	71,821
Interest	2,947	4,716	5,371	2,368	2,113	4,039	4,006	653	10,626	37,164	5,651	42,815
Other	40	337	156	2,854	49	90	191	31	37,407	40,955	1,397	42,352
Total expenses	872,909	4,173,672	3,212,331	575,952	5,213,432	6,451,472	2,705,788	467,770	940,101	24,613,628	2,661,643	27,275,271
Increase (decrease) in unrestricted net assets	\$ 66,347	\$ 83,257	\$ 1,202,426	\$ (273,511)	\$ 690,089	\$ 940,981	\$ 174,928	\$ (270,407)	\$ (47,358)	\$ 2,566,752	\$ (2,329,830)	\$ 236,922

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 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
Public support and revenue												
Medicaid revenue	\$ 794,617	\$ 3,191,487	\$ 3,578,596	\$ 211,819	\$ 5,539,379	\$ 6,510,476	\$ 3,533,900	\$ 86,352	\$ 32,687	\$ 23,479,303	\$ -	\$ 23,479,303
Medicare revenue	-	10,336	5,226	-	-	-	190,776	-	(10,193)	-	-	196,145
Client resources	30,614	42,595	268,879	8,945	672,490	331,941	58,086	68,354	(131)	1,481,753	-	1,481,753
Contract revenue	-	297,674	56,080	116,077	-	-	121,890	99,265	113,998	804,764	272,960	1,077,744
Grant income	35	12,772	118,700	27,152	77	4,405	46,983	-	405,180	613,304	61,016	674,320
Interest income	-	-	-	-	-	-	-	-	-	49	-	49
Other program revenue	-	63,790	4,838	-	-	31,218	-	-	-	96,848	8,000	105,848
Public support	13,782	11,036	3,742	8,495	-	-	1,080	-	25,181	63,286	4,448	67,734
Other revenue	623	18,802	61,680	1,500	10,377	45,960	35,221	-	117,697	291,660	198,648	490,728
Total functional public support and revenue	839,671	3,648,492	4,095,731	373,958	6,222,323	6,924,020	3,967,716	243,778	694,612	27,030,301	543,321	27,573,622
Net assets released from restrictions	5,364	-	-	-	-	-	-	-	26,209	31,573	-	31,573
Total public support, revenue and releases	845,035	3,648,492	4,095,731	373,958	6,222,323	6,924,020	3,967,716	243,778	720,821	27,061,874	543,321	27,605,195
Expenses												
Salaries and wages	540,987	2,341,280	2,131,188	185,630	620,773	1,565,708	2,298,944	450,457	441,460	10,574,405	1,494,729	12,089,134
Employee benefits	154,068	571,288	489,520	52,532	189,866	342,794	560,037	88,770	154,475	2,603,400	356,268	2,959,668
Payroll taxes	39,380	171,674	154,797	13,562	45,278	116,227	176,376	31,821	38,268	787,403	86,097	873,500
Contracted substitute staff	45	6,754	1,327	15	55	100	1,368	35	10	9,707	52,227	61,934
Client treatment services	5,300	11,214	2,847	164,715	3,105,264	1,430,430	16,120	-	30,416	4,786,106	499	4,786,605
Client therapies	26,598	2,118	37,819	3,331	27,096	19,372	46,127	-	-	162,863	1,058	163,721
Professional fees and consultants	78,642	55,195	163,413	11,942	34,140	36,366	141,290	20,004	10,297	571,509	148,113	719,622
Subcontractors	-	496,847	-	-	616,504	3,020,420	1,567	-	-	4,337,336	-	4,337,336
Staff development/training	3,818	50,510	51,530	1,616	2,876	10,105	22,303	2,407	2,412	147,677	26,023	173,700
Rent	-	60,390	53,843	-	2,860	10,521	79,054	-	22,568	229,236	76,014	305,250
Utilities	3,283	39,724	13,069	3,283	14,783	31,737	15,125	-	15,853	136,837	24,847	161,684
Building maintenance and repairs	1,235	21,679	6,689	1,233	35,016	19,289	9,328	502	2,691	96,842	16,575	116,417
Other occupancy costs	1,721	26,964	11,712	1,721	6,925	20,771	29,422	-	13,952	115,188	22,926	138,114
Office	3,064	19,747	11,246	1,362	4,449	13,421	13,303	1,840	5,297	73,729	58,673	132,402
Building/household	973	16,611	4,047	831	3,888	6,221	4,199	156	2,863	36,989	9,899	46,888
Client consumables	1,792	29,963	5,956	6,267	30,000	57,408	12,337	45	105	143,673	3,754	147,427
Medical	-	86	287	-	3,696	2,842	828	19	3	7,771	663	8,434
Equipment maintenance	5,099	25,198	22,858	2,525	6,850	16,319	27,783	4,250	4,168	116,840	35,847	152,687
Depreciation	22,436	79,771	56,144	7,479	27,421	49,857	56,179	8,740	3,742	311,769	86,567	400,336
Advertising	139	554	481	54	187	326	554	88	1,800	3,964	1,196	5,172
Printing	16	136	4,478	5	287	190	(51)	96	96	5,266	-	7,344
Telephone/communications	1,956	34,678	23,153	415	12,511	31,041	25,787	1,891	22,032	153,864	50,609	204,273
Postage/shipping	552	2,781	3,174	164	425	2,727	3,818	496	512	14,870	6,062	20,732
Transportation	24,462	272,475	48,852	3,168	18,282	132,430	117,838	1,758	7,767	625,032	(961)	624,061
Assistance to individuals	14,850	25,891	-	89,947	-	9,925	400	-	29,529	170,542	270	170,812
Insurance	8,509	30,254	36,163	2,836	10,400	18,908	48,800	6,618	1,690	164,378	41,618	206,196
Membership dues	286	1,292	1,862	95	424	636	4,224	222	113	9,154	86,098	75,250
Interest	2,767	4,642	6,167	2,366	1,125	5,756	4,761	561	8,194	36,259	9,555	45,814
Other	1,037	989	50,327	2,567	215	547	374	26	22,505	76,567	5,810	84,397
Total expenses	943,225	4,405,287	3,412,749	579,621	5,023,496	6,972,601	3,716,191	620,806	842,840	26,516,818	2,686,004	29,202,822
(Decrease) increase in unrestricted net assets	\$ (98,190)	\$ (756,795)	\$ 682,982	\$ (205,663)	\$ 1,198,825	\$ (48,581)	\$ 271,525	\$ (377,026)	\$ (122,019)	\$ 545,056	\$ (2,142,683)	\$ (1,597,627)

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

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

Consolidated 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	<u>89</u>	<u>119</u>
Net cash provided (used) by operating activities	<u>1,092,638</u>	<u>(860,704)</u>
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>	\$ <u>-</u>
Acquisition of property and equipment with accounts payable	\$ <u>33,252</u>	\$ <u>-</u>
Noncash transaction - Refinancing of long-term debt	\$ <u>355,000</u>	\$ <u>-</u>

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

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

Notes to Consolidated Financial Statements

June 30, 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.	238,038	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.	102,707	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.	368,150	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.	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.	152,896	-

**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
ASSETS												
Cash and cash equivalents	\$ 1,121,076	\$ 669,291	\$ 9,298	\$ 81,057	\$ -	\$ 1,880,722	\$ 358,074	\$ 642,605	\$ 10,011	\$ 76,191	\$ -	\$ 1,086,881
Restricted cash	102,657	-	-	-	-	102,657	119,785	855	-	-	-	120,640
Accounts receivable, net of allowance for doubtful accounts	1,162,577	1,358,577	59	-	(981,466)	1,529,747	1,513,590	1,302,006	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	1,578,374	441,191	-	-	-	2,019,565	1,718,327	460,694	-	-	-	2,179,021
Total assets	\$ 4,147,473	\$ 2,798,031	\$ 9,357	\$ 81,057	\$ (1,062,466)	\$ 6,973,452	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ (629,856)	\$ 5,690,071
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,509,565	\$ 495,137	\$ 9,414	\$ -	\$ (981,466)	\$ 2,032,650	\$ 2,250,456	\$ 482,585	\$ 10,660	\$ -	\$ (754,280)	\$ 1,988,421
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	936,288	192,955	-	-	-	1,129,243	983,368	257,123	-	-	-	1,240,491
Total liabilities	3,785,329	819,290	9,414	-	(981,466)	3,632,567	3,484,104	828,060	10,660	-	(754,280)	3,568,544
Net assets (deficit)												
Unrestricted	361,818	1,078,741	(57)	81,057	(81,000)	2,340,559	364,527	1,739,108	(614)	76,191	(75,576)	2,103,636
Temporarily restricted	328	-	-	-	-	328	17,691	-	-	-	-	17,891
Total net assets (deficit)	362,146	1,078,741	(57)	81,057	(81,000)	2,340,887	382,418	1,739,108	(614)	76,191	(75,576)	2,121,527
Total liabilities and net assets (deficit)	\$ 4,147,473	\$ 2,798,031	\$ 9,357	\$ 81,057	\$ (1,062,466)	\$ 6,973,452	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ (629,856)	\$ 5,690,071

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD 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	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 16,951,030	\$ 6,270,653	\$ -	\$ -	\$ -	\$ 23,221,683	\$ 16,796,823	\$ 6,682,480	\$ -	\$ -	\$ -	\$ 23,479,303
Medicare revenue	-	233,703	-	-	-	233,703	-	196,145	-	-	-	196,145
Client resources	1,125,328	366,995	-	-	-	1,512,323	1,146,464	335,269	-	-	-	1,481,733
Contract revenue	521,750	795,313	-	-	-	1,317,071	310,837	766,907	-	-	-	1,077,744
Grant income	144,394	584,960	-	-	-	729,354	148,856	525,464	-	-	-	674,320
Interest income	-	414	-	-	-	414	-	49	-	-	-	49
Other program income	145,867	-	-	-	-	145,867	105,846	-	-	-	-	105,846
Public support	74,877	4,197	-	36,782	-	115,856	41,142	2,991	-	23,601	-	67,734
Other revenue	164,810	49,044	112,131	-	(116,998)	208,987	277,287	219,817	92,990	-	(99,366)	490,728
Total public support and revenue	19,128,064	8,325,279	112,131	36,782	(116,998)	27,485,258	18,827,255	8,729,142	92,990	23,601	(99,366)	27,573,622
Net assets released from restrictions	24,932	2,093	-	-	-	26,935	31,573	-	-	-	-	31,573
Total public support, revenue and reclassifications	19,152,996	8,327,282	112,131	36,782	(116,998)	27,512,193	18,858,828	8,729,142	92,990	23,601	(99,366)	27,605,195
Expenses												
Program services												
Case management	872,909	-	-	-	-	872,909	843,225	-	-	-	-	843,225
Day programs and community support	3,476,273	695,599	-	-	-	4,171,872	4,059,355	335,932	-	-	-	4,405,287
Early support services and youth and family	901,916	2,310,415	-	-	-	3,212,331	1,109,341	2,303,408	-	-	-	3,412,749
Family support	575,952	-	-	-	-	575,952	576,821	-	-	-	-	576,821
Residential services	5,213,427	5	-	-	-	5,213,432	5,023,498	-	-	-	-	5,023,498
Combined residential, day and consolidated services	6,451,472	-	-	-	-	6,451,472	6,972,601	-	-	-	-	6,972,601
Medical services	-	-	-	-	-	-	-	-	-	-	-	-
Adult services	176,214	2,529,575	-	-	-	2,705,789	309,285	3,405,906	-	-	-	3,716,191
Emergency services	-	467,770	-	-	-	467,770	-	820,806	-	-	-	820,806
Other	273,811	634,574	111,574	31,916	(111,574)	940,101	268,439	557,177	92,609	17,224	(92,609)	842,840
Total program expenses	17,943,774	6,637,938	111,574	31,916	(111,574)	24,613,628	19,275,365	7,224,229	92,609	17,224	(92,609)	26,516,818
Supporting services												
General management	1,211,932	1,449,711	-	-	-	2,661,643	1,240,485	1,445,519	-	-	-	2,686,004
Total expenses	19,155,706	8,087,649	111,574	31,916	(111,574)	27,275,271	20,515,850	8,669,748	92,609	17,224	(92,609)	28,202,822
Change in unrestricted net assets (deficit)	(2,710)	239,633	557	4,866	(5,424)	236,922	(1,657,022)	59,394	381	6,377	(6,757)	(1,597,627)
Changes in temporarily restricted net assets												
United Way allocation	7,366	2,003	-	-	-	9,371	5,364	-	-	-	-	5,364
Net assets released from restrictions	(24,932)	(2,093)	-	-	-	(26,935)	(31,573)	-	-	-	-	(31,573)
Change in temporarily restricted net assets	(17,566)	-	-	-	-	(17,566)	(26,209)	-	-	-	-	(26,209)
Change in net assets (deficit)	(20,274)	239,633	667	4,866	(5,424)	219,368	(1,683,231)	59,394	381	6,377	(6,757)	(1,623,836)
Net assets (deficit), beginning of year	382,418	1,739,108	(614)	76,191	(75,673)	2,121,527	2,065,649	1,679,714	(985)	69,814	(68,819)	3,745,363
Net assets (deficit), end of year	\$ 362,144	\$ 1,978,741	\$ (67)	\$ 81,057	\$ (81,000)	\$ 2,340,885	\$ 382,418	\$ 1,739,108	\$ (614)	\$ 76,191	\$ (75,576)	\$ 2,121,527



Community Partners BOARD OF DIRECTORS 2017-2018

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.

BRIAN J. COLLINS

Summary:

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

Experience:

1995 - Present

Executive Director

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

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

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

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

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

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

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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

Brian Collins

Page 3

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

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

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

Education:

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

Advisory Boards:

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

Memberships:

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

Kathleen Stocker



Accomplishments

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

Business Experience

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

Chief Financial Officer 2001 – Present
Controller 2000 - 2001

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

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

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

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

1990 – 1993 Schirm Associates, Waltham, Massachusetts

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

Schirm Associates continued

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

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

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

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

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

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

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

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

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

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

Education

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

Deirdre Watson

Career Summary

30 years commitment to providing and promoting family centered care to families with a family member with a disability or special health care need.

EXPERIENCE:

1990 to Present: Director of Family Support, Community Partners, Dover NH

The Family Support Program provides an array of flexible supports and services to families in Strafford County who have a family member with a disability or chronic health condition. Services are flexible and family centered and designed to complement and enhance the family's own existing social and natural supports.

Experience and Accomplishments include:

- Provision of direct family support services to families in Family Support, Partners in Health and Early Supports and Services programs.
- Knowledge of resources both local and statewide for families.
- Ability to assist families with access to resources.
- Supervision of 7 member family support team
- Supervision and oversight of Partners in Health, a program that provides family support services to families in Strafford County who have children with a chronic health condition.
- Supervision of Parent to Parent, Respite, Transition and In Home Supports programs
- Since 1997, Field Instructor for UNH Social Work undergraduate and graduate students.
- Development and Oversight of annual family support budget.
- Member of Community Partners management team.
- Twenty seven years working with the Family Support Advisory Council, assisting with recruitment of volunteers and program planning.
- Training and experience in Wraparound Facilitation and Futures Planning.
- Special Education advocacy.
- Agency representative and speaker at many community, United Way and fund raising events.
- Worked to secure additional community resources and fundraising dollars to extend family support funds.
- Trained to provide family financial stability training to individuals and groups.

1987 to 1990 Case Manager, Community Partners Dover NH

- Worked with caseload of adults with developmental disabilities and their families.
- Community placement for number of individuals with disabilities still living at Laconia State School.
- Assisted individuals and their families develop annual plans for furthering community participation and identifying support needs.
- Training in Social Role Valorization and Individual Service Planning

1977 to 1983 Social Worker at St Raphael's, Celbridge, Ireland

- 6 years as Social Worker for voluntary agency providing day and residential services for individuals with developmental disabilities in suburb of Dublin.
- Provision of case work and family support services to families of young and school aged children.
- Liaison and follow-up work with schools, state and welfare agencies.
- Member of agency assessment and diagnostic multidisciplinary team.
- Worked to create first Early Intervention program at the agency.
- Worked with city-wide team to develop in-house and community respite services for families.
- Coordinated first parent meetings at agency.

1975 to 1977 Social Welfare Officer, Department of Welfare, Ireland

- Meeting with individuals and families in rural area of Ireland to assess benefit determination.
- Knowledge of variety of benefits available to different eligibility groups
- Assistance with applications and explanation of benefits for group of senior adults.

EDUCATION

Bachelor of Social Work, University College Dublin 1975

Certificate of Qualification in Social Work (CQSW) Croydon College, London 1982

Attended numerous workshops and conferences in the field of developmental disability and family support including: special education advocacy, supervision and management training, wraparound facilitation, parent training and community collaboration.

Paula Fraser

Objective:

To obtain a full time position which allows me to provide daily support for individuals.

Experience:**Community Partners****Dover, New Hampshire****September 2012-Present*****Participant Directed Managed Service Case Manager***

Provide support and work with 28 families who have an adult child with a disability, work with families to obtain Medicaid funding through Department of Health and Human Services in New Hampshire, assist families with maintaining their funding during the fiscal year, support families with accessing their funds in accordance to the PDMS regulations and Medicaid guidelines, help families to find staff to work with their child in the community, connect with Vocational Rehabilitation to obtain employment for clients, work with New Hampshire ATECH to obtain environmental modification assistance, report to BEAS if needed, work with families to obtain help for emotional health and mediation reviews, develop goals for their child to work on throughout the year, write yearly Individual Service Agreements for clients, coordinate events for PDMS families, maintain client's files, and document information on CDT program for Medicaid billing.

Southern New Hampshire Services**Hampton Falls, New Hampshire****February 2011- September 2012*****Family Worker***

Conducted home visits with families from the Head Start Program, assisted parents with paper work that is required for their child to attend Head Start, developed goals with families to work on throughout the school year, provided parents outside resources that they may have requested or needed, organized monthly parent meetings, provided information about health and nutrition resources in the community, worked with parents to maintain their child's health and dental wellness, participated in the New Hampshire Back Pack program, document information into COPA program, worked with a Speech Pathologist and Occupational Therapist to provide services for the children at our Head Start program, attended trainings and weekly staff meetings, provided support at I.E.P. meetings, and worked with DCYF if needed.

Rockingham Community Action**Portsmouth, New Hampshire****December 2008- February 2011*****Assistant Teacher/Home Visitor***

Provide support to the Lead Teacher in the classroom, planned weekly education activities for students, interacted with the students in the classroom, documented case notes, family's goals, referrals, attendance and medial information in the COPA program, composed progress reports, supported parents with their child's learning abilities, completed Family Assessments with parents, and educated families about the local resources in the community.

Education:**Keene State College****May 1994 and January 1995**

Keene, New Hampshire

Bachelor of Science in Education, January 1995

Associate Degree in General Education, May 1994

Technology:

Child Outcome, Planning & Administration software, Clinician's Desktop Program, Microsoft Words, and Microsoft Office

Certifications:First Aide, Health Promotion and Seizure disorder
CPR/AED**Reference:**

Available on request

**Behavioral Health & Developmental Services of Strafford
County, Inc. dba Community Partners of Strafford County**

Key Personnel

FY18 – Partners In Health

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brian Collins	Executive Director	\$185,000	0%	0
Kathleen Stocker	CFO	\$105,029	0%	0
Deirdre Watson	Director Family Support	\$62,000	1.05%	\$653
Paula Fraser	Partners In Health Family Support Program Coordinator	\$38,028	36.4%	\$13,845

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-02)

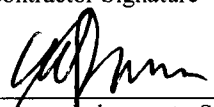
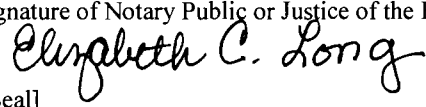
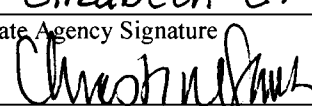
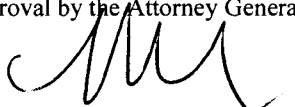
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Central New Hampshire VNA & Hospice		1.4 Contractor Address 780 N. Main Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-527-5052	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Johnson, Treasurer	
1.13 Acknowledgement: State of _____, County of _____ On <u>7/7/2017</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>ELIZABETH C. LONG ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires September 3, 2019</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Elizabeth C. Long, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Sankhanello, BDS Director	
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. Job - Attorney 7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date


7/13/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 3, the Laconia region. The towns associated with Region 3 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.



Date 5/18/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall provide services consistent with evidence-based practices which shall include, but not be limited to:
 - 2.6.1. Connecting uninsured or underinsured children with NH Medicaid and other health insurance programs to pay for the services they need;
 - 2.6.2. Ensuring that a family will establish and stay connected with a medical home in order to coordinate comprehensive health care including early and continuous screenings for special health care needs;
 - 2.6.3. Identifying the family's unique needs, with particular attention to cultural and ethnic needs, and connecting them to community supports and systems to easily meet those needs;
 - 2.6.4. Identifying needs that may require assistance in funding from the family flex funds;
 - 2.6.5. Ensuring that all assessments and planning are conducted within a strengths-based, family-centered framework and that families will be partners in all decision-making;
 - 2.6.6. Supporting the family by utilizing principles of Motivational Interviewing, Coaching, and Person-Centered Planning; and
 - 2.6.7. Ensuring that families receive services necessary to assist their youth in transitioning to all aspects of adult life.
- 2.7. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.8.1. Referring families to appropriate community resources to help meet specific needs or circumstances.
 - 2.8.2. Serving as an advocate for families given referrals as they negotiate local and state medical and social service systems.
 - 2.8.3. Assisting with obtaining funding for medical equipment not covered by insurance.
 - 2.8.4. Assisting with obtaining funding for inclusive recreational opportunities.
 - 2.8.5. Offering supportive listening.
 - 2.8.6. Being available to attend IEP or 504 meetings.
 - 2.8.7. Helping families write grants and apply for Medicaid.


Date 7/9/17



Exhibit A

- 2.8.8. Providing feedback from other families that may be helpful.
- 2.8.9. Coordinating opportunities for respite.
- 2.8.10. Empowering the family so they are best able to advocate for themselves.
- 2.9. The Contractor shall provide intake services by:
 - 2.9.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.9.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.9.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.9.3.1. Department Application for Services.
 - 2.9.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.9.3.3. Consent to bill Medicaid if applicable.
 - 2.9.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.9.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.9.4. Determining eligibility per He-M 523 the process of which is:
 - 2.9.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.9.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.9.4.3. The Contractor reviews the completed form.
 - 2.9.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.9.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.9.4.6. Eligibility is re-determined annually.
- 2.10. The Contractor shall provide family support services including, but not limited to:
 - 2.10.1. Using a Needs Assessment which is reviewed with the family upon intake and is used to identify and assess needs and care of the child
 - 2.10.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.10.2.1. Medical, health, and insurance.
 - 2.10.2.2. Community, transition, and independence.



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Exhibit A

- 2.10.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
- 2.10.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.11. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.11.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.11.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.11.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.11.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.11.4.1. Providing families with all information in ways that best match their processing style.
 - 2.11.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.11.4.3. Supporting the family's decisions and cultural needs.
 - 2.11.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.12. The Contractor shall provide eligibility determination by means of the Department Diagnostic Verification Form and shall ensure that once eligibility is established, the PIH Family Support Coordinator (FSC) will be in regular contact with the family and will assist in meeting the family's needs and goals.
- 2.13. The Contractor shall employ techniques of Person Centered Planning, developing SMART (Specific, Measureable, Achievable, Realistic and Timely) goals and Motivational Interviewing in order to:
 - 2.13.1. Promote the PIH Program with the goal of identifying children with chronic health conditions.
 - 2.13.2. Act as the referral and intake source for PIH Program.
 - 2.13.3. Meet with families to help them identify their needs and develop an action plan.
 - 2.13.4. Inform families of their rights with regard to PIH and HIPAA regulations.
 - 2.13.5. Make interpreters available to families, as needed.
 - 2.13.6. Assist families to identify natural and other supports.



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Exhibit A

- 2.13.7. Provide direct assistance in accessing resources as needed, such as Medicaid.
- 2.13.8. Provide direct financial and other assistance, as needed.
- 2.13.9. Allocate flex funds as appropriate and report balances to Council monthly.
- 2.13.10. Act as liaison between PIH Family Council and community partners.
- 2.13.11. Collaborate with students, families, and schools on transition planning, including both educational and healthcare transitions.
- 2.13.12. Assist with Medicaid applications for young adults as they age out of Children's Medicaid.
- 2.13.13. Assist the PIH Family Council with recruitment, facilitation of monthly council meetings, and planning initiatives.
- 2.14. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region which shall include, but not be limited to:
 - 2.14.1. Serving as the liaison to the Family Council on behalf of the lead agency. Through regular Family Council meetings, the FSC and Family Council members will have the opportunity to seek support from other families, plan local activities, and advocate for children with chronic medical conditions.
 - 2.14.2. Attending monthly meetings with Department management and all other FSC's in the state and having ongoing phone and email contact between these meetings so that there is regular collaboration with other PIH sites.
 - 2.14.3. Maintaining regular contact with community partners which include, but are not limited to:
 - 2.14.3.1. All schools in Belknap and Southern Grafton counties, particularly the school nurses.
 - 2.14.3.2. Lakes Region Community Services.
 - 2.14.3.3. Catholic Charities.
 - 2.14.3.4. The Salvation Army.
 - 2.14.3.5. Community Action Program.
 - 2.14.3.6. Laconia Clinic Pediatrics.
 - 2.14.3.7. Plymouth Pediatrics.
 - 2.14.3.8. All primary care clinics in this region.
 - 2.14.3.9. Dartmouth Hitchcock specialty clinics serving children.
- 2.15. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.16. The Contractor shall ensure the FSC is properly trained which shall include, but not be limited to trainings such as:
 - 2.16.1. Coaching Communication.



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Exhibit A

- 2.16.2. Motivational Interviewing.
- 2.16.3. Person Centered Planning.
- 2.17. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.18. The Contractor shall refer adolescents to appropriate and available resources, trainings, and programs that promote information on transitioning and independence,
- 2.19. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to:
 - 2.21.1. Identification of uninsured and underinsured children and referral to Medicaid. The targets of identification include, but are not limited to:
 - 2.21.1.1. One hundred percent (100%) of children enrolled in PIH will be assessed for child health insurance upon assessment.
 - 2.21.1.2. One hundred percent (100%) of those identified as having no insurance or insufficient insurance will be evaluated for NH Medicaid eligibility and referred if they meet qualifications.
 - 2.21.2. Identification and establishment of a medical home. The targets of identification and establishment include, but are not limited to:
 - 2.21.2.1. One hundred percent (100%) of children enrolled in PIH will be assessed for the presence of a primary care provider upon initial assessment.
 - 2.21.2.2. One hundred percent (100%) of children lacking medical home will be referred to a local medical provider for the establishment of a medical home.
- 2.22. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.23. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:


Date 7/7/17



Exhibit A

- 2.25.1. Routine phone or in person meetings, at least monthly.
 - 2.25.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.25.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
 - 2.26. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.26.1. PIH staff orientation.
 - 2.26.2. Database training.
 - 2.26.3. FSC monthly meetings.
 - 2.26.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department.
 - 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 3. Staffing**
- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
 - 3.2. The Contractor shall employ at least one (1) PIH Family Support Coordinator (FSC) for thirty-two (32) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring a new FSC that does not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.

Handwritten signature
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Exhibit A

- 3.2.4.3. A work phone number and email.
- 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.


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Exhibit A

- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
 - 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
 - 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
 - 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
 - 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
 - 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.
- 6. Performance Measures**
- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Date 7/21/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for




New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions

Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$34,476.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.


7/7/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Central New Hampshire VNA & Hospice

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (July 1, 2017-June 30, 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	
1. Total Salary/Wages	\$ 9,911.00	\$ -	\$ 9,911.00	\$ -	\$ -	\$ -	\$ 9,911.00	\$ -	\$ 9,911.00	
2. Employee Benefits	\$ 2,488.00	\$ -	\$ 2,488.00	\$ -	\$ -	\$ -	\$ 2,488.00	\$ -	\$ 2,488.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ 1,726.00	\$ -	\$ 1,726.00	\$ -	\$ -	\$ -	\$ 1,726.00	\$ -	\$ 1,726.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Flex Funds (paid as spent)	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	
General & Admin	\$ 26,350.00	\$ -	\$ 26,350.00	\$ 22,450.00	\$ -	\$ 22,450.00	\$ 3,900.00	\$ -	\$ 3,900.00	
TOTAL	\$ 60,475.00	\$ -	\$ 60,475.00	\$ 22,450.00	\$ -	\$ 22,450.00	\$ 38,025.00	\$ -	\$ 38,025.00	

Indirect As A Percent of Direct 0.0%

Contractor Initials: *CP*
Date: 7/17/17



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;


[Handwritten Signature]
Date 7/17/17



- 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.

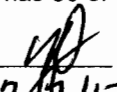

Date 7/17

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


Date 7/17/17



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



7/7/17



- 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.

CD
7/7/17



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

nd

7/7/07



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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


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

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

Contractor Name:

7/7/17
Date


Name:
Title:

Contractor Initials 
Date 7/7/17



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:

7/17/17
Date

[Signature]
Name:
Title:

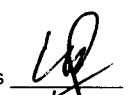


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

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


7/31/17



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:

7/7/17
Date


Name: _____
Title: _____

Contractor Initials 
Date 7/13/17



**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


4/7/17

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:

7/7/17
Date

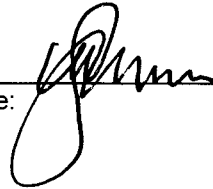
Name: _____
Title: _____


Exhibit G

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

Contractor Initials



Date 7/7/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/7/17
Date

Name: _____
Title: _____


Contractor Initials CS
Date 7/13/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

af

7/17/17



Exhibit I

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

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

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

[Handwritten Signature]
7/7/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

WJ
7/3/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten Signature]
7/3/17



Exhibit I

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

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

Department of Health and Human Services
The State

Christina Sambuca
Signature of Authorized Representative

Christina Sambuca
Name of Authorized Representative

Director, BDS
Title of Authorized Representative

7/7/17
Date

Central New Hampshire VNA & Hospice
Name of the Contractor

[Signature]
Signature of Authorized Representative

William Johnson
Name of Authorized Representative

Treasurer
Title of Authorized Representative

7/7/17
Date



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

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

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

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

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

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

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

Contractor Name:

7/7/17
Date

Name:
Title:



Contractor Initials uf
Date 7/7/17



FORM A

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

1. The DUNS number for your entity is: 198870248
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

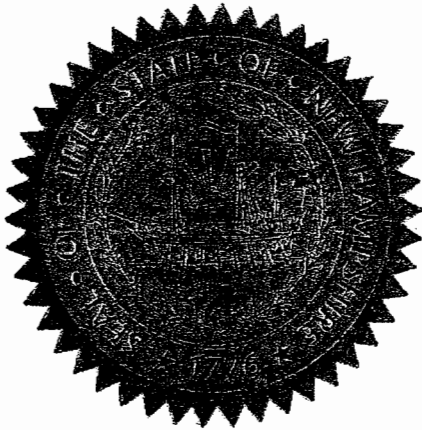
CD
5/7/17

Region 3
Laconia
Alexandria
Alton
Ashland
Barnstead
Belmont
Bridgewater
Bristol
Campton
Center Harbor
Ellsworth
Gilford
Gilmanton
Groton
Hebron
Holderness
Laconia
Meredith
New Hampton
Plymouth
Rumney
Sanbornton
Thornton
Tilton

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 Central New Hampshire VNA & Hospice is a New Hampshire nonprofit corporation formed November 3, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

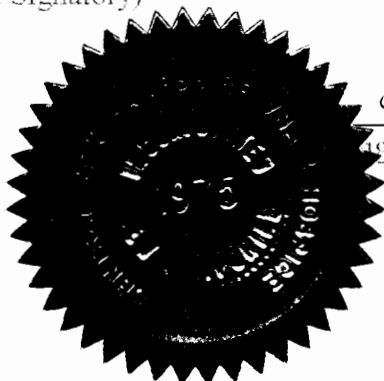
I, Fredda Osman, do hereby certify that:

- 1. I am duly elected Officer of Central New Hampshire VNA & Hospice
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of Central New Hampshire VNA & Hospice duly held on April 22, 2015.

RESOLVED: That the President, Vice President, Secretary, Treasurer, Deputy Secretary or Deputy Treasurer are hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 7th day of July, 2017.

4. William Johnson is the duly elected Treasurer of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)



Fredda Osman
(Signature of the Elected Officer)

(Corporate seal)

STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 7th day of July, 2017 by Fredda Osman
(Name of Elected Officer of the Agency)

Elizabeth C. Long
Notary Public/Justice of the Peace

(Notary Seal)



Commission expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2017

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 Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246 Melcher & Prescott Ins-VIP	CONTACT NAME: Laconia- C/L House Accounts PHONE (A/C, No, Ext): 603-524-4535 E-MAIL ADDRESS:		FAX (A/C, No): 603-528-4442
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company		NAIC # 10677
INSURED Central NH VNA & Hospice David Emberley 780 North Main Street Laconia, NH 03246	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR 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 <input checked="" type="checkbox"/> Hospice Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ETD0409557	10/15/2016	10/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION NHDCON3 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 

ACORDTM

Client#: 959319

CENTRNEW3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2017

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		CONTACT NAME:	
USI Insurance Services LLC		PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
3 Executive Park Drive, Suite 300		E-MAIL ADDRESS:	
Bedford, NH 03110		INSURER(S) AFFORDING COVERAGE	
855 874-0123		INSURER A : Technology Insurance Company, I	NAIC # 42376
INSURED		INSURER B :	
Central New Hampshire VNA & Hospice		INSURER C :	
780 North Main Street		INSURER D :	
Laconia, NH 03246		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3650585	07/01/2017	07/01/2018	<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

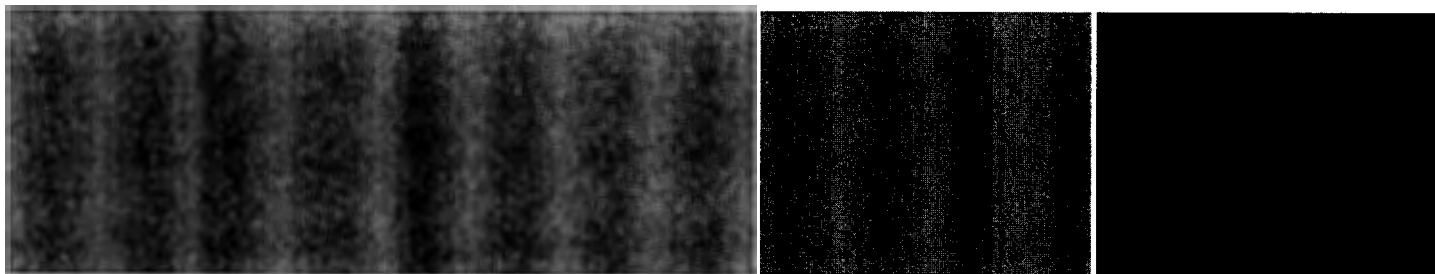
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation 3. A. NH

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant St Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>See Hub</i>

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Central New Hampshire
VNA & Hospice

FINANCIAL STATEMENTS

March 31, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Central New Hampshire VNA & Hospice

We have audited the accompanying financial statements of Central New Hampshire VNA & Hospice, which comprise the balance sheets as of March 31, 2017 and 2016, and the related statements of operations, changes in net assets, 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Association'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 Association'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 Central New Hampshire VNA & Hospice as of March 31, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
June 20, 2017

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Balance Sheets

March 31, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 1,112,086	\$ 1,365,359
Investments	1,200,694	1,142,156
Patient accounts receivable, less allowance for uncollectible accounts of \$85,000 in 2017 and 2016	865,945	1,083,387
Other receivables	114,547	97,437
Other current assets	<u>156,507</u>	<u>156,329</u>
Total current assets	3,449,779	3,844,668
Investments and assets limited as to use	7,518,442	6,912,353
Beneficial interest in perpetual trusts held by others	137,952	128,563
Property and equipment, net	<u>892,203</u>	<u>536,922</u>
Total assets	<u>\$11,998,376</u>	<u>\$11,422,506</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 234,051	\$ 107,828
Accrued payroll and related expenses	322,933	565,561
Deferred revenue	<u>362,796</u>	<u>349,120</u>
Total current liabilities and total liabilities	<u>919,780</u>	<u>1,022,509</u>
Net assets		
Unrestricted	10,919,747	10,247,232
Temporarily restricted	20,897	24,202
Permanently restricted	<u>137,952</u>	<u>128,563</u>
Total net assets	<u>11,078,596</u>	<u>10,399,997</u>
Total liabilities and net assets	<u>\$11,998,376</u>	<u>\$11,422,506</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Operations

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 6,976,887	\$ 7,583,245
Provision for bad debt	<u>(47,997)</u>	<u>(38,503)</u>
Net patient service revenue	6,928,890	7,544,742
Other operating revenue	392,102	416,913
Net assets released from restrictions for operations	<u>4,470</u>	<u>5,505</u>
Total operating revenue	<u>7,325,462</u>	<u>7,967,160</u>
Operating expenses		
Salaries and benefits	5,825,027	6,031,359
Other operating expenses	1,640,655	1,525,581
Depreciation	<u>132,674</u>	<u>99,971</u>
Total operating expenses	<u>7,598,356</u>	<u>7,656,911</u>
Operating (loss) income	<u>(272,894)</u>	<u>310,249</u>
Other revenue and gains (losses)		
Contributions	267,484	419,276
Investment income	195,572	133,584
Change in fair value of investments	482,353	(89,694)
Loss on disposal of assets	<u>-</u>	<u>(10,418)</u>
Total other revenue and gains	<u>945,409</u>	<u>452,748</u>
Excess of revenue over expenses and increase in unrestricted net assets	<u>\$ 672,515</u>	<u>\$ 762,997</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Changes in Net Assets

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Excess of revenue over expenses and increase in unrestricted net assets	\$ <u>672,515</u>	\$ <u>762,997</u>
Temporarily restricted net assets		
Contributions	<u>1,165</u>	4,969
Net assets released from restriction for operations	<u>(4,470)</u>	<u>(5,505)</u>
Change in temporarily restricted net assets	<u>(3,305)</u>	<u>(536)</u>
Permanently restricted net assets		
Change in fair value of beneficial interest in perpetual trusts held by others	<u>9,389</u>	<u>(12,174)</u>
Change in net assets	<u>678,599</u>	750,287
Net assets, beginning of year	<u>10,399,997</u>	<u>9,649,710</u>
Net assets, end of year	<u>\$11,078,596</u>	<u>\$10,399,997</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Cash Flows

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 678,599	\$ 750,287
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	132,674	99,971
Provision for bad debt	47,997	38,503
Loss on disposal of assets	-	10,418
Change in fair value of investments	(482,353)	89,694
Change in fair value of beneficial interest in perpetual trusts held by others	(9,389)	12,174
(Increase) decrease in the following assets		
Patient accounts receivable	169,445	(164,130)
Other receivables	(17,110)	6,951
Other current assets	(178)	13,385
Increase (decrease) in the following liabilities		
Accounts payable	126,223	(20,907)
Accrued payroll and related expenses	(242,628)	34,621
Deferred revenue	<u>13,676</u>	<u>(21,680)</u>
Net cash provided by operating activities	<u>416,956</u>	<u>849,287</u>
Cash flows from investing activities		
Capital expenditures	(487,955)	(41,356)
Proceeds from sale of investments	130,465	81,283
Purchases of investments	<u>(312,739)</u>	<u>(903,061)</u>
Net cash used by investing activities	<u>(670,229)</u>	<u>(863,134)</u>
Net decrease in cash and cash equivalents	(253,273)	(13,847)
Cash and cash equivalents, beginning of year	<u>1,365,359</u>	<u>1,379,206</u>
Cash and cash equivalents, end of year	<u>\$ 1,112,086</u>	<u>\$ 1,365,359</u>

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

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization

Central New Hampshire VNA & Hospice (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home care, hospice and young family services in Laconia, New Hampshire and the surrounding communities.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits, including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 85,000	\$ 85,000
Provision	47,997	38,503
Write-offs	<u>(47,997)</u>	<u>(38,503)</u>
Balance, end of year	<u>\$ 85,000</u>	<u>\$ 85,000</u>

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

Assets Limited As To Use

Assets limited as to use consist of assets designated by the board or restricted by donors.

Beneficial Interest in Perpetual Trusts

The Association is the beneficiary of investment income received from trust funds held by a local charitable foundation. One trust fund was created as an endowment by a donor, the income to be used for staff education. A second trust fund was created as an endowment by an irrevocable transfer of Association assets to the local foundation, the income to be used for operating purposes. Although the intent of the trust fund is to act as an endowment, distribution of principal may be available to the Association for capital acquisitions, loans and emergency operating cash shortfalls.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose.

Permanently restricted net assets are restricted by donors to be maintained by the Association in perpetuity. Permanently restricted net assets were beneficial interest in perpetual trusts.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the 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 statements of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

2. Investments and Assets Limited As To Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 355,118	\$ 1,205,936
Debt instruments		
U.S. Government and agency	34,925	35,495
Municipal bonds	74,702	112,308
Corporate	307,832	418,668
Mutual funds		
Equity funds	3,708,269	2,943,279
Fixed income funds	3,075,401	2,485,136
International equity funds	1,162,889	853,687
Beneficial interest in perpetual trusts	<u>137,952</u>	<u>128,563</u>
Total investments and assets limited as to use	<u>\$ 8,857,088</u>	<u>\$ 8,183,072</u>

These assets are comprised of the following:

	<u>2017</u>	<u>2016</u>
Current assets		
Investments	\$ 1,200,694	\$ 1,142,156
Long-term assets		
Assets limited as to use		
Board designated		
Operating reserve	2,600,000	2,000,000
Contribute to operating budget	2,842,545	2,738,151
IT special projects	400,000	900,000
Strategic mission	600,000	500,000
Workforce development	330,000	300,000
Mission enhancement	275,000	250,000
Community initiatives	<u>450,000</u>	<u>200,000</u>
Total board designated	7,497,545	6,888,151
Donor restricted	<u>20,897</u>	<u>24,202</u>
Total assets limited as to use	7,518,442	6,912,353
Beneficial interest in perpetual trusts held by others	<u>137,952</u>	<u>128,563</u>
Total investments and assets limited as to use	<u>\$ 8,857,088</u>	<u>\$ 8,183,072</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market value of the Association's investments are measured on a recurring basis using level 1 inputs, with the exception of corporate and municipal bonds, which are measured using level 2 inputs based on quoted market prices of similar assets, and the beneficial interest in perpetual trusts held by others which is measured at level 3 inputs and determined annually based on quoted market prices of the assets included in the trusts held by the local charitable foundation.

Investment income and change in fair value of investments are comprised of the following:

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Investment income	\$ 195,572	\$ 133,584
Change in fair value of investments	<u>482,353</u>	<u>(89,694)</u>
Total unrestricted activity	677,925	43,890
Restricted net assets		
Change in fair value of beneficial interest in perpetual trusts held by others	<u>9,389</u>	<u>(12,174)</u>
Total	<u>\$ 687,314</u>	<u>\$ 31,716</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

The following table sets forth a summary of the change in the fair value of the beneficial interest in perpetual trusts for the years ended March 31, 2017 and 2016:

Balance, March 31, 2015	\$ 140,737
Investment loss	(5,670)
Distributions	(5,579)
Fees	<u>(925)</u>
Balance, March 31, 2016	128,563
Investment income	15,008
Contributions	1,000
Distributions	(5,684)
Fees	<u>(935)</u>
Balance, March 31, 2017	<u>\$ 137,952</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 62,000	\$ 62,000
Building and improvements	661,598	661,598
Furniture, fixtures, and equipment	<u>1,876,407</u>	<u>1,388,452</u>
Total cost	2,600,005	2,112,050
Less accumulated depreciation	<u>1,707,802</u>	<u>1,575,128</u>
Property and equipment, net	<u>\$ 892,203</u>	<u>\$ 536,922</u>

4. Line of Credit

The Association has a \$500,000 line of credit with a local bank, expiring December 15, 2020. The line of credit is collateralized by all corporate assets with interest at 0.75% over the Wall Street Journal's prime rate (4.75% at March 31, 2017). There was no outstanding balance at March 31, 2017 and 2016.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

5. Patient Service Revenue

Patient service revenue is as follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 5,638,033	\$ 6,248,583
Medicaid	256,603	365,845
Other third-party payers	1,071,486	948,287
Private pay	<u>10,765</u>	<u>20,530</u>
Total	<u>\$ 6,976,887</u>	<u>\$ 7,583,245</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, 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 net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions and municipal appropriations.

6. Retirement Plan

The Association maintains a defined contribution retirement plan for qualifying employees. The Association contributed \$120,001 and \$129,976 for the years ended March 31, 2017 and 2016, respectively.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

7. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 6,477,115	\$ 6,723,874
Administrative and general	1,028,351	834,560
Fundraising	<u>92,890</u>	<u>98,477</u>
Total	<u>\$ 7,598,356</u>	<u>\$ 7,656,911</u>

8. Commitments and Contingencies

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for office facilities and equipment as of March 31, 2017 that have initial or remaining lease terms in excess of one year:

2018	\$ 45,978
2019	<u>26,820</u>
Total	<u>\$ 72,798</u>

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2017</u>	<u>2016</u>
Medicare	81 %	73 %
Other	<u>19</u>	<u>27</u>
Total	<u>100 %</u>	<u>100 %</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

10. Malpractice Insurance

The Association maintains medical malpractice insurance coverage on an occurrence basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP require the Association 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 Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at March 31, 2017 and 2016. The Association intends to renew coverage on an occurrence basis and anticipates that such coverage will be available in future periods.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through June 20, 2017, which is the date the financial statements were available to be issued.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
BOARD OF TRUSTEES 2016-2017

Jared Price, President
Susan John, CFP, Vice President
Fredda Osman, Secretary
William (Bill) Johnson, Treasurer
Mark Edelstein
Rev. Gina Finocchiaro
J. Kristen Gardiner
Teresa Haley
Kevin Irish
Barbara Lobdell
Dr. Rebecca Owen
Corinne Smith
Connie Turner

Resume
Elizabeth "Chris" Long

Experience

Interim CEO

December 1, 2016 to Present

Central New Hampshire VNA & Hospice

Responsible for carrying out the mission and policies of the Board of Trustees/Agency. Have charge of matters pertaining to CNHVNAH operations, policies and procedures, staff and volunteers. Responsible for the supervision of all CNHVNAH business affairs and for the collection and expenditure of funds to the best advantage of CNHVNAH and the community. With the assistance of the Chief Financial Officer and Finance Committee, responsible for the submission of a proposed annual budget to the Board of Trustees. Have the power of appointment and termination of all members of the clinical and administrative staff as well as volunteers who are subject to the authority of the staff; responsible to establish, communicate, maintain, review and revise a plan for the organization and staffing of CNHVNAH activities in accordance with the Board and Senior Management. Have charge of the grounds, buildings and equipment. Communicates CNHVNAH plans and policies to appropriate CNHVNAH staff and oversees the timely evaluation of all CNHVNAH programs and staff. Responsible to submit regular and special reports to the Board on issues of relevance to CNHVNAH. Work with the Board to develop and oversee a strategy which achieves the CNHVNAH mission. Oversee fundraising/development, assure grant/other funding procurement to fund agency. Promotes community relations through involvement in community affairs. Oversees quality improvement operations in CNHVNAH. Work with other agencies and organizations to develop methods of interagency work and community collaboration.

Chief Operations Officer

October 2010 to December 2016

Central New Hampshire VNA & Hospice

As a member of the Leadership Team, supervises and evaluates Orientation/RN Educator, Human Resources, Maintenance & Facilities, Administrative Purchasing and Contract Management. Supervises managers of social work and pediatric programs. Serves as staff liaison to board committees as assigned. Oversees QI annual projects. Provides guidance for productivity and case mix projects. Provides Safety Program guidance and oversight; leads safety committee projects. Responsible for enhancing the internal operational processes and infrastructure that will allow the organization to continue to grow and fulfill its mission. As part of the Implementation Team, provided guidance and assistance to staff for selection of new electronic medical record system including training, determining workflow, system roll-out, post roll-out evaluation and subsequent recommendations for improvement. Responsible for implementing and managing the administrative/personnel aspects of the annual budget in conjunction with the Chief Financial Officer and Chief Executive Officer

Director of Administrative Services

August 1999 to October 2010

Community Health & Hospice, Inc. (CHAP Accredited) (Non-Profit)

Reporting to the Executive Director and functioning as part of a five member Leadership Team, responsible for all human resources issues including compensation, benefits administration, workers compensation and staff development for a 135 member staff. Additional responsibilities include management of safety programs, purchasing and facilities management.

Resume for Elizabeth "Chris" Long continued:

Developed and administered personnel policies, negotiated and administered employee insurance benefits, pension program, annual evaluation program, hiring /termination process and personnel records management. Facilitator for multiple staff and Board level committees. Supervised organization's volunteer program and media relations program. Member of strategic planning team. Active in fundraising and community relationships. Organizational leader in emergency management and incident response. Led organizational team through accreditation process, receiving a 98% standards of excellence rating.

Additional Experience:

Chief Administrative Services Officer, Neuman MicroTechnologies, Inc.

Reporting to the President/CFO, responsible for all administrative and HR functions for \$6M, 43 member high tech manufacturing company, focusing on human resources, safety programs, facilities management, ISO 9001 program (certified ISO Auditor), customer services, purchasing, legal liaison activities and information systems. Managed all corporate insurance programs. Member of operations team, network team, ERP evaluation team and Board of Directors. Responsibilities included all facets of accounting including A/P, A/R, payroll and taxes. Developed corporate budgets. Developed and managed customer purchasing contracts.

Business Manager, Ergomed, Inc.

Responsible for all administrative, HR and financial activities for start-up medical device manufacturing company. Supervised three staff members in customer service, accounting and manufacturing.

Business Manager, Building Analyst, Inc.

Responsible for customer service, contract negotiations, financial operations, marketing and facilities/maintenance for commercial building consultant company. Developed administrative programs and financial software for business information tracking.

Office Manager, Coates Specialties, Inc.

Reporting to President, responsible for all administrative, human resource, financial and sales programs for \$600K manufacturing company. Developed software programs and business information systems and supervised 9 staff members.

Administrative Support, U.S. Military (11 years)

US European Headquarters, Command Surgeon's Office.

Developed and maintained staff budgets, scheduled travel and coordinated arrangements for medical care of foreign heads of state. Worked as team member on wartime hospital and blood supply depot programs.

Loring AFB

Responsible for administrative support for Director of Personnel. Coordinated subordinate daily reports, personnel reviews, training activities; wrote weekly personnel status reports and submitted to base commander.

Education: Associates Degree in Business, University of Maryland, 1979

David Emberley, CPA
Central New Hampshire VNA & Hospice
780 N. Main Street
Laconia, NH 03246

Certification

Certified Public Accountant (State of New Hampshire)

Employment

Chief Financial Officer Central NH VNA & Hospice – Laconia, NH Recommends the financial policy and direction of the organizations overall strategy, and leads all financial administration, business planning and budgeting.	2012 to present
Vice President of Finance New Hampshire Healthy Kids – Concord, NH Responsible for strategic leadership of the organizations financial and IT functions.	2008 to 2012
CFO/Controller (20 hours per week) Second Start – Concord, NH Key member of the senior management team; overseeing financial and IT systems.	2007 to 2012
Manager/Certified Public Accountant Apple Tree Business Services, LLC – Londonderry, NH Managed consulting services for closely-held businesses.	2006 to 2007
Manager/Certified Public Accountant Dineen & Crane, PLLC – Lancaster, NH Managed engagements for a full service certified public accounting firm.	2003 to 2006
Manager of Accounting & Reporting Heidelberg Print Finance – Dover, NH Managed the finance division of an international printing systems company.	2001 to 2003
Senior Staff Accountant/Certified Public Accountant D’Agnese, Keeler & Co. – Concord, NH Provided tax planning and controllership services for area businesses.	1998 – 2001
Self-employed – Concord, NH Owner, operator, and investor in several small businesses.	1985 to 1998

Education

University of Vermont
New Hampshire College
Degree: Bachelor of Science in Accounting

Schelley Rondeau
Central New Hampshire VNA and Hospice
srondeau@centralvna.org

EXPERIENCE

MCH Coordinator/Pediatric Program Manager 2010-current
Central New Hampshire VNA and Hospice

Responsible for pediatric program administration and coordination as well as case management and home visiting according to MCH contract guidelines. Responsible for implementation of the Healthy Families of America Program in Carroll County starting in 2011 to current.

Home Health Nurse/Maternal Child Health Nurse 1997-2010
VNA-Hospice of Southern Carroll County and Vicinity, Inc.
Wolfeboro, NH 03894

Responsible for primary client care for home health patients, maternal-newborn visits, home visiting for Good Beginnings program, Child Health Program, collaborates with parent educator and community resources.

Responsible for Children's and adults immunization clinics.

Intake Nurse 1995 - 1997
VNA-Hospice of Southern Carroll County and Vicinity, Inc.
Wolfeboro, NH 03894

Responsible for intake of new referrals, staff scheduling, case management and supervision of staff nurses.

Staff Nurse 1991-1995
Gorgas Army Community Hospital Republic of Panama
Supervision and staff nurse on a Pediatric and Orthopedic ward

EDUCATION

BACHELOR OF SCIENCE IN NURSING 1982 -86
Vermont College Norwich, Vermont

AWARDS

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Army Community Hospital 1994

Certified as Lactation Counselor -current

Certified in Parents as Teachers Program 2003-current

Certified in Growing Great Kids Program 2015

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Chris Long	CEO	151,960	0.0%	\$ 0.00
David Emberley	CFO	88,566	0.0%	\$ 0.00
Schellee Rondeau, RN	MCH Program Manager/Healthy Families	64,480	14.38%	\$9,275

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-03)

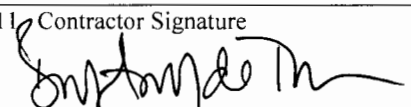

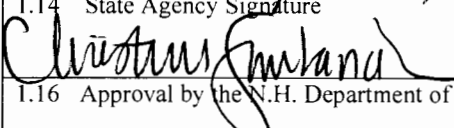
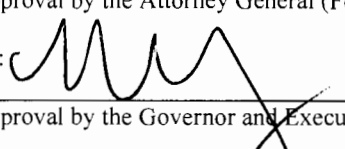
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$177,346.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory GOEJA ALVAREZ DE TOLEDO President & CEO	
1.13 Acknowledgement: State of _____, County of _____ On <u>7/5/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily by _____, the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of _____, block 1.12.			
1.13 MY Signature of Notary Public or Justice of the Peace  Marybeth D'Amico			
Title of Notary or Justice of the Peace Marybeth D'Amico, Administrative Assistant			
1.14 State Agency Signature  Date: <u>7/17/17</u>		1.15 Name and Title of State Agency Signatory Christine Sankander, BDS Director	
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>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials SK
Date 7/5/17

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 BT
Date 7/5/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for the Regions listed below. The towns associated with the Regions are listed in Exhibit K.
 - 2.2.1. Region 1, the Berlin Region.
 - 2.2.2. Regions 2 and 12, the Upper Valley Region.
 - 2.2.3. Region 4, the Concord Region.
 - 2.2.4. Region 13, the Littleton Region.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH sites in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.



Exhibit A

- 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
 - 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall provide intake services by:
- 2.6.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.6.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.6.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.6.3.1. Department Application for Services.
 - 2.6.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.6.3.3. Consent to bill Medicaid if applicable.
 - 2.6.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.6.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.6.4. Determining eligibility per He-M 523 the process of which is:
 - 2.6.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.6.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.6.4.3. The Contractor reviews the completed form.
 - 2.6.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.6.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.6.4.6. Eligibility is re-determined annually.
- 2.7. The Contractor shall provide family support services including, but not limited to:
- 2.7.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.



Exhibit A

- 2.7.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.7.2.1. Medical, health, and insurance.
 - 2.7.2.2. Community, transition, and independence
- 2.7.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
- 2.7.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.8. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.8.1. Applying interpersonal skills and a strength and asset-based focus.
 - 2.8.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.8.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.8.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.8.4.1. Providing families with all information in ways that best match their processing style.
 - 2.8.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.8.4.3. Supporting the family's decisions and cultural needs.
 - 2.8.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and wishes.
 - 2.8.6. Assisting families with accessing services that provide financial assistance, services and entitlements, inclusive community recreation, and special training.
 - 2.8.7. Organizing projects and events that families and youth can participate in and thereby meet other families with similar issues.
 - 2.8.8. Ensuring that all families have a medical home, are able to navigate the health insurance marketplace, and are enrolled in the Health Insurance Premium Payment (HIPP) program, if applicable.
- 2.9. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.



Exhibit A

- 2.10. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
 - 2.10.1. Offering supportive listening.
 - 2.10.2. Being available to attend IEP or 504 meetings.
 - 2.10.3. Helping families write grants and apply for Medicaid.
 - 2.10.4. Providing feedback from other families that may be helpful.
 - 2.10.5. Coordinating opportunities for respite.
 - 2.10.6. Empowering families so they are best able to advocate for themselves.
 - 2.10.7. Providing assistance through their program, Children's Lobby, which is an advocacy group for children in New Hampshire.
 - 2.10.8. Empowering and supporting families as they advocate for modifications or services within the school district.
 - 2.10.9. Helping families to identify services they are eligible for and assisting them through the application process.
 - 2.10.10. Coaching families on how to have productive conversations with medical professionals or other providers within the community.
- 2.11. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in each of their four (4) regions.
- 2.12. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.13. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence.
- 2.14. The Contractor shall provide training for PIH Family Support Coordinators (FSCs) which shall include, but not be limited to trainings regarding:
 - 2.14.1. Motivational interviewing.
 - 2.14.2. Person-centered case planning.
 - 2.14.3. Trauma informed care.
 - 2.14.4. Cultural diversity.
 - 2.14.5. The culture of poverty.
 - 2.14.6. Workplace safety.
- 2.15. The Contractor shall assist families with identifying priorities and needs while increasing independence in managing their child's chronic health condition which includes, but is not limited to:
 - 2.15.1. Using a person-centered, family-driven approach to service delivery.
 - 2.15.2. Meeting with families and children or young adults to identify how the PIH program can help them where goals and needs are identified by the family.



Exhibit A

- 2.15.3. Coaching and mentoring as a strategy for empowering families to achieve their goals.
- 2.15.4. Providing education for families to assist them with learning about their child's illness and available resources in a supportive environment.
- 2.15.5. Helping families find and apply for grants to meet the needs of their children with chronic health conditions including, but not limited to:
 - 2.15.5.1. Medical equipment.
 - 2.15.5.2. Home modifications.
 - 2.15.5.3. Recreational opportunities.
- 2.15.6. Teaching parents how to research grants at both the local and national level and assist them with the application process.
- 2.15.7. Introducing families to the NH Leadership Series, which is a seven (7) month program offered through the Institute on Disabilities that provides parents with state of the art information and strategies to effectively impact local and state organizations on issues related to individuals with disabilities.
- 2.16. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.17. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.18. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to:
 - 2.18.1. Maintaining two (2) committees that collect, analyze and refine data as well as implement the necessary changes to improve service delivery.
 - 2.18.1.1. The Programmatic Quality Improvement (PQI) committee performs program reviews of clinical practice as well as defines and analyzes data and outcomes to ensure the provision of quality services.
 - 2.18.1.2. The Compliance Organizational Welfare Risk Management (COR) committee is responsible for all risk management including, but not limited to, mandatory reporting, staff accidents, client incidents, staff grievances, and client complaints.
 - 2.18.2. Reviewing Quality Improvement reports and utilizes data to plan agency wide change efforts. Priorities for quality improvement are reviewed annually and plans for implementation are put in place. Senior managers shall work with program directors and supervisors to evaluate the implementation of process improvement activities.
 - 2.18.3. Auditing paperwork which shall include, but not be limited to:
 - 2.18.3.1. Client files on a quarterly basis.
 - 2.18.3.2. Billing paperwork on a semi-annual basis.



Exhibit A

- 2.18.3.3. Administrative paperwork on a semi-annual basis to ensure that client paperwork is in compliance with COA, HIPAA, and other state standards and that insurance billing matches documentation.
- 2.18.4. Auditing the clinical aspects of the program including assessment, treatment planning, and services provided on an annual basis. PIH staff shall review the results of these audits with their supervisor and make an improvement plan, if necessary.
- 2.18.5. Administering client satisfaction surveys twice a year.
- 2.19. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.20.1. Routine phone or in person meetings, at least monthly.
 - 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when a Family Support Coordinator does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall provide additional supervisory oversight for the four regions for five (5) hours per week by an FSC acting in the capacity of a Program Supervisor whose duties shall include, but not be limited to:
 - 2.21.1. Supervision of Staff.
 - 2.21.2. Problem Solving.
 - 2.21.3. On-boarding.
 - 2.21.4. Quality Assurance.
- 2.22. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.23. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.23.1. PIH staff orientation.
 - 2.23.2. Database training.
 - 2.23.3. FSC monthly meeting.
 - 2.23.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.24. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.



Exhibit A

- 2.25. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.25.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.25.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ at least one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSCs.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC) per each of their four (4) Regions. Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial and official start date or end date.
 - 3.2.4.2. A work phone number and email.
 - 3.2.4.3. Resume (only for start date).
 - 3.2.5. The Contractor shall employ an FSC for five (5) additional hours per week as a Program Supervisor.

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.



Exhibit A

- 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper



Exhibit A

operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.

- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
 - 1.3. The Contractor shall provide a separate budget for each of the four (4) regions they are responsible for.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.



Exhibit B

- 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$161,772.00 for the State Fiscal Year.
3. The Contractor shall utilize \$80,000 (\$20,000 per site) of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$24,000 (\$6,000 per site) of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Berlin-Region 1

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 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	\$ 18,469.00	\$ -	\$ 18,469.00	\$ -	\$ -	\$ -	\$ 18,469.00	\$ -	\$ 18,469.00
2. Employee Benefits	\$ 6,147.00	\$ -	\$ 6,147.00	\$ -	\$ -	\$ -	\$ 6,147.00	\$ -	\$ 6,147.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 44,616.00	\$ -	\$ 44,616.00	\$ -	\$ -	\$ -	\$ 44,616.00	\$ -	\$ 44,616.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Upper Valley-Region 2 & 12

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 19,402.00	\$ -	\$ -	\$ -	\$ 19,402.00	\$ -	\$ 19,402.00
2. Employee Benefits	\$ 6,158.00	\$ -	\$ -	\$ -	\$ 6,158.00	\$ -	\$ 6,158.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 45,560.00	\$ -	\$ -	\$ -	\$ 45,560.00	\$ -	\$ 45,560.00

Indirect As A Percent of Direct 0.0%

Contractor Initials: RAT
Date: 7/5/17

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Concord-Region 4

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHB contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 18,837.00	\$ -	\$ -	\$ -	\$ 18,837.00	\$ -	\$ 18,837.00
2. Employee Benefits	\$ 7,329.00	\$ -	\$ -	\$ -	\$ 7,329.00	\$ -	\$ 7,329.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/Flex funds	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 46,166.00	\$ -	\$ -	\$ -	\$ 46,166.00	\$ -	\$ 46,166.00

Indirect As A Percent of Direct 0.0%

Contractor Initials **BAS**
Date **7/5/17**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Child and Family Services of New Hampshire-Littleton-Region 13

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 14,823.00	\$ -	\$ -	\$ -	\$ 14,823.00	\$ -	\$ 14,823.00
2. Employee Benefits	\$ 6,181.00	\$ -	\$ -	\$ -	\$ 6,181.00	\$ -	\$ 6,181.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct assistance to Clients/flex funds	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL	\$ 41,004.00	\$ -	\$ -	\$ -	\$ 41,004.00	\$ -	\$ 41,004.00

Indirect As A Percent of Direct 0.0%

Contractor Initials *RAE*
Date *7/5/17*



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.



Exhibit C-1

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. **Extension:**

The Department reserves the right to renew the Contract for up to one (1) additional year, 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: *Child and Family Service of NH*

Name: *BORJA ALVAREZ DE TOLEDO*

Title: *resident & CEO*

7/5/17
Date



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):

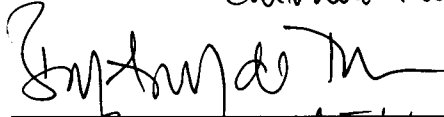
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

7/5/17
Date

Contractor Name: Child and Family Service of NH

Name: Burja Alvarez de Toledo
Title: President & CEO



**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.

7/5/12
Date

Contractor Name: Child and Family Services of NH

[Signature]
Name: Soja Alvarez de Toledo
Title: President & CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials

BAT

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.

7/5/17
Date

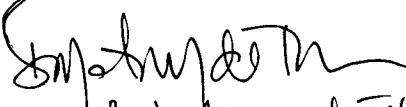
Contractor Name: Child and Family Service A NH

Name: Soija Alvarez de Toledo
Title: President CEO

Exhibit G

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

Contractor Initials BSAT

Date 7/5/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

7/5/17
Date


Contractor Name: Child and Family Service of NH

Name: Soja Alvarez de Toledo
Title: President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Christina Santaniello
Signature of Authorized Representative

Christina Santaniello
Name of Authorized Representative

Director, BDS
Title of Authorized Representative

7/17/17
Date

Child and Family Services of NH
Name of the Contractor

[Signature]
Signature of Authorized Representative

Soija Alvarez de Toledo
Name of Authorized Representative

President & CEO
Title of Authorized Representative

7/5/17
Date



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

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

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

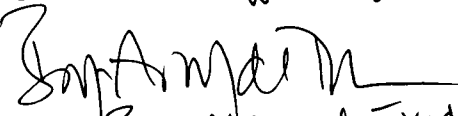
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

7/15/17
Date

Contractor Name: Child and Family Services of NH

Name: Soja Alvarez de Toledo
Title: President & CEO



FORM A

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

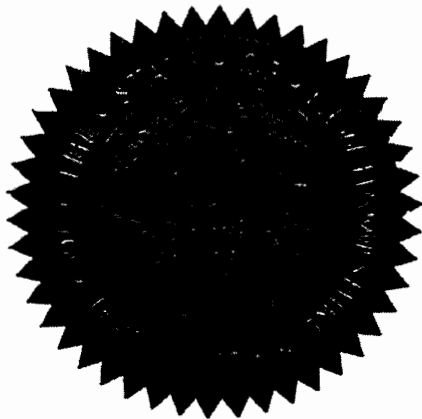
Exhibit K
Region by Cities

Region 1	Region 2 & 12	Region 4	Region 13
Berlin	Upper Valley	Concord	Littleton
Berlin	Acworth	Allenstown	Bath
Carroll	Charlestown	Andover	Benton
Clarksville	Claremont	Boscawen	Bethlehem
Colebrook	Cornish	Bow	Easton
Columbia	Croydon	Bradford	Franconia
Dalton	Goshen	Canterbury	Haverhill
Dixville	Grantham	Chichester	Landaff
Dummer	Langdon	Concord	Lincoln
Errol	Lempster	Danbury	Lisbon
Gorham	Newport	Deering	Littleton
Jefferson	Plainfield	Dunbarton	Livermore
Lancaster	Springfield	Epsom	Lyman
Milan	Sunapee	Franklin	Monroe
Northumberland	Unity	Henniker	Piermont
Pittsburg	Washington	Hill	Sugar Hill
Randolph	Canaan	Hillsboro	Warren
Shelburne	Dorchester	Hopkinton	Waterville
Stark	Enfield	Loudon	Woodstock
Stewartstown	Grafton	Newbury	Woodsville
Stratford	Hanover	New London	
Wentworth	Lebanon	Northfield	
Whitefield	Lyme	Pembroke	
	Orange	Pittsfield	
	Orford	Salisbury	
	Wentworth	Sutton	
		Warner	
		Weare	
		Webster	
		Wilmot	
		Windsor	

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 CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 1/28/2014:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 5th day of July, 2017.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of July, 2017.

By William Conrad
(Name of Elected Officer of the Agency)

Marybeth D'Amico
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/6/18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2017

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: Andrea Nicklin	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com	
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: AIG Specialty Insurance Co.	
	INSURER C: Travelers Casualty & Surety Co of	31191
	INSURER D:	
	INSURER E:	

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1672681	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			PHPK1672681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB589194	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC033571192 (3a.) NH All officers included	4/4/2017	4/4/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity & Forgery			105912196	4/1/2017	4/1/2018	Limit \$500,000
A	Professional Liability			PHPK1672681	7/1/2017	7/1/2018	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DHHS: State of NH, Division for Children, Youth & Families are listed as additional insureds with respects to the CGL as per written contract.

CERTIFICATE HOLDER (603) 271-4729 jonathan.gallo@dhhs.nh.gov DHHS: State of NH Director Division for Children, Youth & Families 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 <i>Jalitha Franggos</i>
---	--

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Manchester Office Statewide Headquarters
464 Chestnut St., P.O. Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

Child and Family Services of New Hampshire
Consolidated Financial Statements
For the Year Ended December 31, 2016
(With Independent Auditors' Report Thereon)

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Independent Auditors' Report

To the Board of Trustees
Child and Family Services of New Hampshire

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2016, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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' 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 financial position of Child and Family Services of New Hampshire as of December 31, 2016, and the changes in 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 Child and Family Services of New Hampshire's 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 23, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 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 consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses 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 March 28, 2017 on our consideration of Child and Family Services of New Hampshire'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 Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 28, 2017

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Financial Position
 December 31, 2016
 (with comparative totals as of December 31, 2015)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Current Assets:					
Cash and cash equivalents	\$ 516,461	\$ 516,235	\$ -	\$ 1,032,696	\$ 1,026,657
Accounts receivable, net	603,415	-	-	603,415	662,144
Prepaid expenses	201,052	-	-	201,052	199,720
Contributions receivable	<u>40,000</u>	-	-	<u>40,000</u>	-
Total Current Assets	1,360,928	516,235	-	1,877,163	1,888,521
Investments	14,027,737	475,050	1,397,684	15,900,471	15,530,019
Beneficial interest held in trust	-	-	1,735,979	1,735,979	1,736,098
Property and equipment, net	5,313,940	1,007,711	-	6,321,651	6,525,075
TOTAL ASSETS	<u>\$ 20,702,605</u>	<u>\$ 1,998,996</u>	<u>\$ 3,133,663</u>	<u>\$ 25,835,264</u>	<u>\$ 25,679,713</u>
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 148,157	\$ -	\$ -	\$ 148,157	\$ 205,180
Accrued payroll and related expenses	816,144	-	-	816,144	556,453
Bonds payable	<u>135,000</u>	-	-	<u>135,000</u>	125,000
Total Current Liabilities	1,099,301	-	-	1,099,301	886,633
Bonds payable, net of current portion	4,345,005	-	-	4,345,005	4,480,005
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000
Interest rate swap agreements	<u>1,168,384</u>	-	-	<u>1,168,384</u>	1,306,823
TOTAL LIABILITIES	7,862,690	-	-	7,862,690	7,923,461
Net Assets:					
Donor restricted	-	1,998,996	3,133,663	5,132,659	5,333,157
Board designated	14,027,737	-	-	14,027,737	13,728,041
Unrestricted	<u>(1,187,822)</u>	-	-	<u>(1,187,822)</u>	(1,304,946)
Total Net Assets	12,839,915	1,998,996	3,133,663	17,972,574	17,756,252
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 20,702,605</u>	<u>\$ 1,998,996</u>	<u>\$ 3,133,663</u>	<u>\$ 25,835,264</u>	<u>\$ 25,679,713</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Activities
For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2015)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2016 Total	2015 Total
Support and Revenue:					
Support:					
Contributions	\$ 573,326	\$ 617,766	\$ 12,066	\$ 1,203,158	\$ 1,764,198
Government grants	7,142,337	-	-	7,142,337	7,593,618
In-kind contributions	226,102	-	-	226,102	164,488
Income from special events, net	322,062	-	-	322,062	324,767
Revenue:					
Service fees	1,704,326	-	-	1,704,326	1,673,930
Other	14,630	-	-	14,630	5,969
Net assets released from restriction:					
Program releases	807,496	(807,496)	-	-	-
Capital campaign releases	81,405	(81,405)	-	-	-
Endowment releases	82,529	(82,529)	-	-	-
Endowment transfer to support operations	735,308	-	-	735,308	738,698
Total Support and Revenue	11,689,521	(353,664)	12,066	11,347,923	12,265,668
Operating Expenses:					
Program services	9,975,559	-	-	9,975,559	10,011,631
Management and general	1,252,586	-	-	1,252,586	1,205,401
Fundraising	462,536	-	-	462,536	421,819
Total Operating Expenses	11,690,681	-	-	11,690,681	11,638,851
Change in net assets before non-operating items	(1,160)	(353,664)	12,066	(342,758)	626,817
Non-Operating Items:					
Investment income (loss)	1,014,837	141,219	-	1,156,056	(866,823)
Unrealized gain (loss) on interest rate swap	138,439	-	-	138,439	19,257
Change in beneficial interest	-	-	(119)	(119)	(129,755)
Interest income	12	-	-	12	7
Endowment transfer to support operations	(735,308)	-	-	(735,308)	(738,698)
Total Non-Operating Items	417,980	141,219	(119)	559,080	(1,716,012)
Change in net assets	416,820	(212,445)	11,947	216,322	(1,089,195)
Net Assets, Beginning of Year	12,423,095	2,211,441	3,121,716	17,756,252	18,845,447
Net Assets, End of Year	\$ 12,839,915	\$ 1,998,996	\$ 3,133,663	\$ 17,972,574	\$ 17,756,252

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Functional Expenses
 For the Year Ended December 31, 2016
 (with comparative totals for the year ended December 31, 2015)

	Program Services	Management and General	Fundraising	2016 Total	2015 Total
Personnel expense:					
Salaries and wages	\$ 5,533,992	\$ 810,567	\$ 324,632	\$ 6,669,191	\$ 6,433,758
Employee benefits	527,202	57,362	39,684	624,248	796,224
Payroll related costs	599,552	65,834	25,617	691,003	705,911
Mileage reimbursement	410,971	1,192	3,364	415,527	448,631
Contracted services	513,479	17,077	6,803	537,359	493,749
Subtotal personnel expense	<u>7,585,196</u>	<u>952,032</u>	<u>400,100</u>	<u>8,937,328</u>	<u>8,878,273</u>
Accounting	-	28,650	-	28,650	24,804
Assistance to individuals	681,368	-	-	681,368	829,936
Communications	138,503	3,560	7,734	149,797	153,237
Conferences, conventions, meetings	25,482	32,277	4,271	62,030	39,733
Depreciation	273,520	48,716	-	322,236	306,607
In kind contributions	217,922	8,180	-	226,102	164,488
Insurance	64,431	8,154	2,954	75,539	80,214
Interest	243,083	47,931	-	291,014	299,743
Legal	-	54,911	-	54,911	8,490
Membership dues	19,492	7,931	2,191	29,614	45,415
Miscellaneous	131,660	8,583	2,290	142,533	32,689
Occupancy	363,851	25,156	8,573	397,580	472,156
Printing and publications	29,202	5,122	29,476	63,800	67,508
Rental and equipment maintenance	87,334	14,548	1,440	103,322	99,563
Supplies	64,298	6,772	2,725	73,795	71,824
Travel	50,217	63	782	51,062	64,171
Total Functional Expenses	<u>\$ 9,975,559</u>	<u>\$ 1,252,586</u>	<u>\$ 462,536</u>	<u>\$ 11,690,681</u>	<u>\$ 11,638,851</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 216,322	\$ (1,089,195)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	322,236	306,607
Restricted contributions	(12,066)	(31,705)
Realized (gain) loss on investments	(363,382)	(528,934)
Unrealized (gain) loss on investments	(546,408)	1,575,633
Change in beneficial interest in trust	119	129,755
Change in interest rate swap	(138,439)	(19,257)
Changes in operating assets and liabilities:		
Accounts receivable	58,729	(21,245)
Prepaid expenses	(1,332)	(2,080)
Contributions receivable	(40,000)	-
Accounts payable	(57,023)	63,268
Accrued expenses	259,691	84,156
Net Cash Provided (Used) by Operating Activities	<u>(301,553)</u>	<u>467,003</u>
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(144,705)	(2,356,532)
Proceeds from sale of investments	684,043	2,690,806
Purchase of fixed assets	<u>(118,812)</u>	<u>(456,845)</u>
Net Cash Provided By (Used By) Investing Activities	420,526	(122,571)
<u>Cash Flows From Financing Activities:</u>		
Restricted contributions	12,066	31,705
Payment of long term debt	<u>(125,000)</u>	<u>(240,000)</u>
Net Cash Used By Financing Activities	<u>(112,934)</u>	<u>(208,295)</u>
Net Change in Cash and Cash Equivalents	6,039	136,137
Cash and Cash Equivalents, Beginning	<u>1,026,657</u>	<u>890,520</u>
Cash and Cash Equivalents, Ending	<u>\$ 1,032,696</u>	<u>\$ 1,026,657</u>
 SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 291,014</u>	<u>\$ 299,743</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Notes to Consolidated Financial Statements For the Year Ended December 31, 2016

1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

1. **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.

2. Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

3. Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

4. Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96 year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children’s Lobby – Established in 1971, the New Hampshire Children’s Lobby is the advocacy wing of Child and Family Services. The program’s mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

2. **Significant Accounting Policies**

The Organization prepares its consolidated financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

Net Assets

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Unrestricted Net Assets

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization’s unspent contributions are classified in this net asset class if

the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity is classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Principles of Consolidation

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2015, from which the summarized information was derived.

Cash Equivalents

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account, management has taken into account a variety of factors.

Beneficial Interest

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for 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 over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable (Note 9). The related liability is reported at fair value in the Statement of Financial Position, and unrealized gains or losses are included in the Statement of Activities.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore

are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services to the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Functional Allocation of Expenses

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

The Organization follows FASB ASC 740-10, *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. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Trustees. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
 - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5).
- Recurring measurement of beneficial interests in trusts (Note 6).
- Recurring measurement of line of credit (Note 8).

- Recurring measurement of bonds payable and interest rate swap (Note 9).
- Recurring measurement of deferred loans (Note 10).

3. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2016			2015		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 497,717	\$ (4,700)	\$ 493,017	\$ 578,576	\$ (5,855)	\$ 572,721
Fees for service	<u>110,398</u>	<u>-</u>	<u>110,398</u>	<u>89,423</u>	<u>-</u>	<u>89,423</u>
	<u>\$ 608,115</u>	<u>\$ (4,700)</u>	<u>\$ 603,415</u>	<u>\$ 667,999</u>	<u>\$ (5,855)</u>	<u>\$ 662,144</u>

4. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

5. Investments

Investments at fair value consist of mutual funds totaling \$15,900,471 and \$15,530,019 at December 31, 2016 and 2015, respectively.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2016 and 2015, expenses relating to investment revenues, including management fees, amounted to \$66,376 and \$66,675, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is 5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for

identical investments as of the December 31, 2016. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

6. **Beneficial Interest Held in Trust**

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2016 and 2015, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$797,544 and \$779,238, respectively. The Organization received \$32,369 and \$31,674 from the funds in 2016 and 2015, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2016</u>	<u>2015</u>
Greenleaf	100%	\$ 375,595	\$ 377,884
Spaulding	100%	315,182	324,270
Cogswell	50%	<u>247,658</u>	<u>254,706</u>
Total		<u>\$ 938,435</u>	<u>\$ 956,860</u>

In 2016 and 2015, income distributed by these trusts was \$42,064 and \$41,829, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no

observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2014	\$ 1,865,853
Change in value of beneficial interest	<u>(129,755)</u>
Balance at December 31, 2015	1,736,098
Change in value of beneficial interest	<u>(119)</u>
Balance at December 31, 2016	<u>\$ 1,735,979</u>

7. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	7,938,789	7,821,572
Furniture, fixtures and equipment	699,160	697,565
Vehicles	88,391	88,391
Software	<u>166,592</u>	<u>166,592</u>
Subtotal	10,007,881	9,889,069
Less: accumulated depreciation	<u>(3,686,230)</u>	<u>(3,363,994)</u>
Total	<u>\$ 6,321,651</u>	<u>\$ 6,525,075</u>

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2015, and was extended through June 30, 2017. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.75% at December 31, 2016), adjusted at each change in the index. At December 31, 2016, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty")

for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2016 and 2015 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2016 and 2015, the Organization recorded the swap liability position of \$1,168,384 and \$1,306,823, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2016, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2017	\$ 135,000
2018	140,000
2019	140,000
2020	150,000
2021	160,000
Thereafter	<u>3,755,005</u>
	<u>\$ 4,480,005</u>

10. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

11. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Investments

As of December 31, 2016, the Board of Trustees had designated \$14,027,737 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

The Board of Trustees 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 stipulations 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, and (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, and (7) the Organization's investment policies.

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 or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund

in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2016 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 475,050	\$ 1,397,684	\$ 1,872,734
Board-designated endowment funds	<u>14,027,737</u>	<u>-</u>	<u>-</u>	<u>14,027,737</u>
Total funds	<u>\$ 14,027,737</u>	<u>\$ 475,050</u>	<u>\$ 1,397,684</u>	<u>\$ 15,900,471</u>

Changes in endowment net assets as of December 31, 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 13,728,041	\$ 416,360	\$ 1,385,618	\$ 15,530,019
Contributions	20,167		12,066	32,233
Investment income	1,014,837	141,219	-	1,156,056
Net assets released from restriction	<u>(735,308)</u>	<u>(82,529)</u>	<u>-</u>	<u>(817,837)</u>
Endowment net assets, end of year	<u>\$ 14,027,737</u>	<u>\$ 475,050</u>	<u>\$ 1,397,684</u>	<u>\$ 15,900,471</u>

12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised of the following:

	<u>2016</u>	<u>2015</u>
Program restrictions:		
Camp	\$ 96,925	\$ 59,009
Child abuse prevention	194,372	251,015
Early Intervention	7,000	52,130
Family counseling	44,588	33,951
Homecare	40,000	96,304
Teen and youth	133,350	204,344
Training	-	9,210
Subtotal	<u>516,235</u>	<u>705,963</u>
Capital campaign restrictions:		
Camp Pavillion	265,680	273,929
Camp Spaulding	299,000	348,776
Renovated teen center	232,037	248,611
Union Street	210,994	217,802
Subtotal	<u>1,007,711</u>	<u>1,089,118</u>
Cumulative appreciation on permanently restricted net assets	<u>475,050</u>	<u>416,360</u>
Total	<u>\$ 1,998,996</u>	<u>\$ 2,211,441</u>

13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

14. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2016 and 2015, respectively.

15. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$129,338 and \$150,685 for the years ended December 31, 2016 and 2015, respectively.

16. Concentrations of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

17. Subsequent Events

Subsequent events have been evaluated through March 28, 2017, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2015)

	Family Counseling	Teen and Youth	Child Abuse & Family Strengthening	Child Abuse Prevention	Early Intervention	Homework	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2016 Total	2015 Total
Salaries and wages	\$ 399,854	\$ 782,504	\$ 1,382,818	\$ 975,384	\$ 290,351	\$ 1,529,732	\$ 76,035	\$ 90,614	\$ 6,700	\$ 5,533,992	\$ 810,567	\$ 324,632	\$ 6,669,191	\$ 6,433,758
Employee benefits	17,390	103,287	139,642	109,975	26,069	113,224	14,610	2,482	523	527,202	57,362	39,684	624,248	796,224
Payroll related costs	45,589	82,377	145,616	109,412	30,844	171,180	6,710	7,144	680	599,552	65,834	25,617	691,003	705,911
Mileage reimbursement	10,766	32,742	230,637	60,341	19,657	54,523	1,869	289	127	410,971	1,192	3,364	415,527	448,631
Contracted services	9,750	40,426	60,013	146,892	40,417	29,944	8,272	3,307	174,458	513,479	17,077	6,803	537,359	493,749
Accounting	-	-	-	-	-	-	-	-	-	-	28,650	-	28,650	24,804
Assistance to individuals	11,027	185,446	347,092	113,924	1,770	4,384	8,184	-	9,541	681,368	-	-	681,368	829,936
Communications	10,375	39,662	37,491	22,571	4,622	18,923	2,276	1,659	924	138,503	3,560	7,734	149,797	153,237
Conferences, conventions, meetings	2,731	4,526	3,012	9,851	579	1,285	252	2,729	517	25,482	32,277	4,271	62,030	39,733
Depreciation	26,099	66,471	74,816	69,596	10,439	12,179	6,960	5,220	1,740	273,520	48,716	-	322,236	306,607
In-kind contributions	-	75,928	138,207	240	-	-	-	-	3,547	217,922	8,180	-	226,102	164,488
Insurance	6,203	11,708	17,825	14,213	3,291	9,349	779	608	455	64,431	8,154	2,954	75,539	80,214
Interest	25,679	39,372	73,609	66,474	10,271	11,983	6,847	5,136	1,712	243,083	47,931	-	291,014	299,743
Legal	-	-	-	-	-	-	-	-	-	-	54,911	-	54,911	8,490
Membership dues	1,366	1,631	1,707	5,661	282	6,746	72	1,994	33	19,492	7,931	2,191	29,614	45,415
Miscellaneous	4,689	7,104	5,862	107,037	688	5,499	185	266	330	131,660	8,583	2,250	142,533	32,689
Occupancy	39,081	120,874	106,377	51,707	7,772	30,617	3,528	2,609	1,286	363,851	25,156	8,573	397,580	472,196
Printing and publications	518	4,876	5,442	11,267	843	4,869	968	417	2	29,202	5,122	29,476	63,800	67,508
Rental and equipment maintenance	8,529	15,134	25,755	23,238	3,689	6,264	2,232	1,713	780	87,334	14,548	1,440	103,322	99,563
Supplies	5,435	21,148	15,234	8,707	904	11,657	492	478	43	64,298	6,772	2,725	73,795	71,824
Travel	1,364	25,901	5,884	8,824	1,000	5,109	283	1,403	449	50,217	63	782	51,062	64,171
Current year totals	\$ 626,445	\$ 1,661,117	\$ 2,817,039	\$ 1,917,314	\$ 453,488	\$ 2,027,667	\$ 140,574	\$ 128,068	\$ 203,847	\$ 9,975,559	\$ 1,252,586	\$ 462,536	\$ 11,690,681	\$ 11,636,851
Prior year totals	\$ 647,488	\$ 1,626,193	\$ 2,941,118	\$ 2,003,028	\$ 455,791	\$ 1,844,488	\$ 132,619	\$ 104,919	\$ 255,987	\$ 10,011,631	\$ 1,205,401	\$ 421,819	\$ 11,636,851	\$ 11,636,851

See Independent Auditors' Report.

Board of Trustees

May 31st, 2016

Borja Alvarez de Toledo
President/CEO

Lauren Adams

Suzanne Boulter, MD

Elaine Brody
1st Vice Chair

Bill Conrad
Chair

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Tiffany Diamond

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Ken Sheldon
Assistant Treasurer

Stephanie Singleton

Jennifer Stebbins

Borja Alvarez de Toledo, M.Ed.

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300

alvarezdetoledob@cfsnh.org

Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Child and Family Services of New Hampshire

Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care

Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.

Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation

Madrid, Spain

1992 - 1998

Madrid, Spain

1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) , *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ gagnonm@cfsnh.org

SKILLS SUMMARY

- | | | |
|---------------------|------------------------------|---------------------|
| ~Project Management | ~Non-Profit Operations | ~Strategic Planning |
| ~Project Evaluation | ~Budget Development | ~Staff Recruitment |
| ~Data to Manage | ~Local/Federal Grant Writing | ~Staff supervision |

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)

Senior Vice President, Chief Operating Officer

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise \$16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

CHILD ADVOCACY CENTER – Hillsborough County, New Hampshire (2010 to 2011)

Executive Director

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events; utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

NEW FUTURES – Exeter, New Hampshire (2005 to 2009)

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

- Manage \$5 million dollar investment of the New Hampshire Charitable Foundation & \$600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)

State Director

- Wrote grant to secure \$1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

ADDITIONAL PROFESSIONAL EXPERIENCE

THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)

Director of Operations and Program Development/Clinical Social Worker

RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)

Adjunct Faculty, Communications Department Grant Writing Skills

NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)

Completed feasibility study for the NH Dental Association (2011)

EDUCATION

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

ANTHONY F. CHEEK, JR.

464 Chestnut St
Manchester, NH 03105
Phone: (603) 518-4113
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH
01/11- Present **Vice President/CFO**

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.

3/07- 1/11 Fountains America, Inc., Pittsfield, NH
Vice President/Director of Finance

Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH
Director of Finance (3/98-3/07)

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

- communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller (2/96-3/98)

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

Controller/General Manager

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:

1986

Bachelor of Science in Business Administration
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

MELISSA ANNE HUGENER, OTR/L

9 Hampton Road Exeter, NH 03833 603.518.4212

PROFESSIONAL EXPERIENCE:

Program Director of Child Health and Wellness/Staff Occupational Therapist

Child and Family Services of NH, Exeter, NH

May 2003 – present

- Supervision of Early Supports and Services and Partners in Health staff, assuring quality services to families, staff competence and adherence to federal and state mandates for provision of services
- Day to day management of ESS and PIH programs, coordinating staff meetings, recruiting and hiring for open positions, budgeting, maintenance of program databases, PQI planning and implementation, etc
- Coordination with One Sky and BDS to meet program requirements, and preparation of materials for Medicaid and State Monitoring Reviews
- Collaboration with other ESS Program Directors throughout NH, and other programs/committees (ICC, PIC, preschool programs, BDS personnel, etc) to enhance early childhood programming throughout the state, and involvement in several statewide workgroups and advisory committees to improve early childhood systems (such as SSECT, Strategic Planning Public Awareness group, Healthy Families America committee)
- Responsible for maintaining a full caseload of ESS clients, to evaluate and treat children with a wide range of medical and developmental disabilities, as well as working with families to connect them with other CFS and state or local programs to meet their needs

Staff Occupational Therapist

Developmental Therapy Services, Merrimack, NH

February 2002 – May 2003

- Evaluation, treatment and service coordination for early intervention, clinic setting, and school-based populations, utilizing SI, developmental and biomechanical treatment techniques in group and individual therapy sessions; development of IFSPs and IEPs; classroom consultation and treatment in natural environments

Easter Seals Superior California, Sacramento, CA

January 2000 – January 2002

- Assisted with the development of the Early Start program for EI services, developed an ongoing aquatic therapy class for families of children with special needs, served as a member of Management Information Systems Team (providing computer and network support to staff), and provided comprehensive, multidisciplinary assessments and ongoing therapy services in early intervention, clinic and school settings

Developmental Evaluation Center, Fayetteville, NC

May 1998 – November 1999

- Provided comprehensive developmental assessments and treatment for children ages birth – 10, assisted with weekly feeding and augmentative communication assessments, participated in weekly Neonatal Developmental Assessment Clinic, and developed a Parent Resource Library

EDUCATION AND CREDENTIALS:

Bachelor of Science in Occupational Therapy, Psychology Minor, Summa Cum Laude
University of Hartford, West Hartford, CT May 1998

- National Board Certification in Occupational Therapy
- OT License, State of NH Office of Allied Health Professions
- Current CPR/First Aid Certification
- Completion of NH Leadership Series
- Continuing Education and Advanced Practice in Sensory Integration and Processing, Feeding and Swallowing Disorders, Autism, Prematurity, Infant Mental Health and Assistive Technology

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$180,000	0	0
Maria Gagnon	COO	\$102,586	0	0
Anthony Cheek	CFO	\$100,339	0	0
Melissa Hugener	Program Director	\$65,374	5%	\$3,269

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-04)

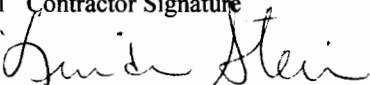
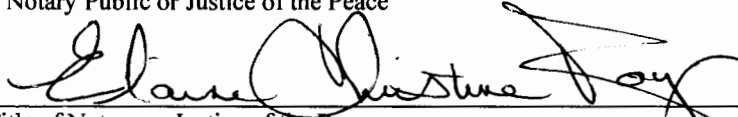
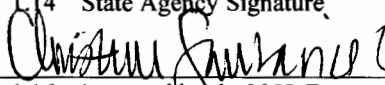
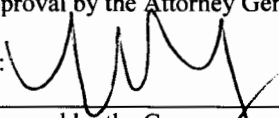
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

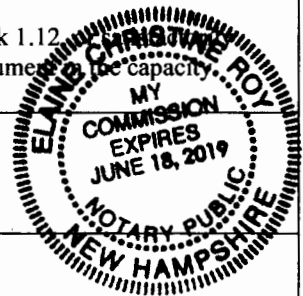
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive, Unit 801 Atkinson, NH 03811	
1.5 Contractor Phone Number 603-893-1299	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Linda Stein, Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>July 5, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
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. Foy</u> Attorney <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.


5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials 
Date 7/5/17

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.



7/5/17

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 shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 10, the Derry region. The towns associated with Region 10 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

KL

7/5/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Needs Assessment which utilizes a strength-based approach and helps the family to build upon these strengths.
- 2.5.6. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction which may include, but is not limited to:
 - 2.5.6.1. **Policy Partners Program:** This seven-month series is designed to teach family members the skills necessary to influence decision makers at all levels of government.
 - 2.5.6.2. **NH Leadership Series:** This learning opportunity through the University of New Hampshire Institute on Disability trains families to be effective advocates for their children regardless of age or disability.
 - 2.5.6.3. **Family Support Council Trainings:** The Contractor's Family Support Council has been very active in sponsoring training opportunities for families.
 - 2.5.6.4. **John Norton Memorial Scholarship:** This award provides an opportunity for one family member each year to attend the week-long training in community organizing through the Gamaliel Institute in Chicago where they learn advanced advocacy skills.
 - 2.5.6.5. **Family Support Conference:** This annual conference, sponsored by the Department, gives families the opportunity to network with other families throughout the state and attend state of the art workshops. Each year, the Contractor's Family Support Council shall sponsor several families to attend the conference.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions which includes but is not limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering the family so they are best able to advocate for themselves.
- 2.8. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:

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Exhibit A

- 2.8.1. NH Family Voices.
- 2.8.2. Northeast Passage.
- 2.8.3. Southern NH Human Service Council.
- 2.8.4. Alexander Eastman Foundation.
- 2.8.5. Area towns Human Service Administrators.
- 2.8.6. Success by Six (Salem).
- 2.8.7. Area hospitals.
- 2.8.8. Easter Seals.
- 2.8.9. The Upper Room.
- 2.9. The Contractor shall build upon the existing relationship established with Gateways Derry PIH Family Council by:
 - 2.9.1. Involving the council in decision making in regards to supporting families of children with chronic health conditions.
 - 2.9.2. Training.
 - 2.9.3. Fundraising initiatives.
 - 2.9.4. Community outreach.
 - 2.9.5. Oversight of their discretionary spending.
- 2.10. The Contractor shall provide training for PIH Family Support Coordinators (FSCs) who will bring the knowledge and skills from these educational opportunities to the families being served. Trainings shall include, but not be limited to:
 - 2.10.1. Motivational Interviewing.
 - 2.10.2. Collaboration.
 - 2.10.3. Person Centered Planning.
 - 2.10.4. Diabetes Education.
 - 2.10.5. Healthy Homes.
 - 2.10.6. Cultural Competency.
 - 2.10.7. Transition Summits.
 - 2.10.8. Motivational Interviewing.
 - 2.10.9. Collaboration.
 - 2.10.10. Person Centered Planning.
 - 2.10.11. Diabetes Education.
 - 2.10.12. Healthy Homes.
 - 2.10.13. Cultural Competency.
 - 2.10.14. Transition Summits.

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Exhibit A

- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.13. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.14. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care including, but not limited to:
 - 2.14.1. Employing a full-time Director of Quality Improvement.
 - 2.14.2. Participating in the National Core Indicators project, which is a voluntary effort by public developmental disabilities agencies to measure and track their own performance
 - 2.14.3. Maintaining membership and participating in the Community Support Network, Inc. (CSNI) Quality Improvement Committee monthly to review quality indicators.
 - 2.14.4. Engaging in a comprehensive planning process resulting in a succession of three (3) year strategic plans which have repeatedly been identified as "best practices" by Department reviewers.
- 2.15. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.16. The Contractor shall provide intake services by:
 - 2.16.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.16.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.16.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.16.3.1. Department Application for Services.
 - 2.16.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.16.3.3. Consent to bill Medicaid if applicable.
 - 2.16.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.16.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.16.4. Determining eligibility per He-M 523 the process of which is:

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Exhibit A

- 2.16.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.16.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.16.4.3. The Contractor reviews the completed form.
 - 2.16.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.16.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.16.4.6. Eligibility is re-determined annually.
- 2.17. The Contractor shall provide family support services including, but not limited to:
- 2.17.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.17.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.17.2.1. Medical, health, and insurance.
 - 2.17.2.2. Community, transition, and independence
 - 2.17.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.17.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.18. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.18.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.18.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.18.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.18.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.18.4.1. Providing families with all information in ways that best match their processing style.



Exhibit A

- 2.18.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
- 2.18.4.3. Supporting the family's decisions and cultural needs.
- 2.18.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.19. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.19.1. Routine phone or in person meetings, at least monthly.
 - 2.19.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.19.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.20. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.21. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.21.1. PIH staff orientation.
 - 2.21.2. Database training.
 - 2.21.3. FSC monthly meetings.
 - 2.21.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.22. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.23. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.23.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.23.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ one (1) Director of Quality Improvement.
- 3.3. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.

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Exhibit A

- 3.3.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
- 3.3.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.3.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.3.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.3.4.1. Full name with middle initial.
 - 3.3.4.2. Official start date or end date.
 - 3.3.4.3. A work phone number and email.
 - 3.3.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.

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Exhibit A

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
- 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
- 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

[Handwritten Signature]
Date 7/5/17



Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:
Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process

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**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Crossroads, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost		Comptroller Shows / Metrics		Funded by EX-118 Contract Above		Total
	Direct Incremental	Indirect	Direct Incremental	Indirect	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 36,811.00	\$ 1,800.00	\$ 38,711.00	\$ 1,900.00	\$ 13,750.00	\$ -	\$ 13,760.00
2. Employee Benefits	\$ 11,450.00	\$ 600.00	\$ 12,050.00	\$ 600.00	\$ 4,265.00	\$ -	\$ 4,265.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 670.00	\$ -	\$ 670.00	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
Postage	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory): FLEX spend	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
Agency In-Kind Support	\$ -	\$ (5,000.00)	\$ (5,000.00)	\$ -	\$ -	\$ -	\$ -
Grants Awarded for Family Assistance	\$ (10,000.00)	\$ -	\$ (10,000.00)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,591.00	\$ 3,400.00	\$ 74,381.00	\$ 3,800.00	\$ 32,556.00	\$ 38,025.00	\$ 38,025.00

5.4%

Indirect As A Percent of Direct

Contractor Initials: *CS*
Date: 7/5/17



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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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

7/5/17



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Handwritten initials, possibly 'LJ', written in black ink.

Handwritten date '7/5/17' written in black ink.



Exhibit C-1

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. Extension:
 The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials AS
 Date 7/5/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

7-5-17
Date

Linda Stein
Name: Linda Stein
Title: Vice President

Contractor Initials LS
Date 7/5/17



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:

7-5-17
Date

Linda Stein
Name: Linda Stein
Title: Vice President

Contractor Initials LS
Date 7/5/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Linda Stein LS

7/5/17
Date

Name: *Linda Stein*
Title: *Vice President*

Contractor Initials *LS*
Date 7/5/17



**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:

Linda Steir

7-5-17
Date

Name: *Linda Steir*
Title: *Vice President*

Exhibit G

Contractor Initials

LS

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

7/5/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Linda Steir

7-5-17
Date

Name: *Linda Steir*
Title: *Vice President*

Contractor Initials *LS*
Date 7/5/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Cristina Santanuz
Signature of Authorized Representative

Cristina Santanuz
Name of Authorized Representative

Director, BDS
Title of Authorized Representative

7/17/17
Date

Community Crossroads
Name of the Contractor)

Linda Steir
Signature of Authorized Representative

Linda Steir
Name of Authorized Representative

Board Vice President
Title of Authorized Representative

7/5/17
Date



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

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

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

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

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

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

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

Contractor Name:

Linda Steyr

7-5-17
Date

Name: Linda Steyr
Title: Vice President

Contractor Initials LS
Date 7/5/17



FORM A

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

1. The DUNS number for your entity is: 18A213387
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

JS
7/5/17

Exhibit K
Towns in Region 10

Region 10
Derry
Atkinson
Chester
Danville
Derry
Hampstead
Newton
Pelham
Plaistow
Salem
Sandown
Windham

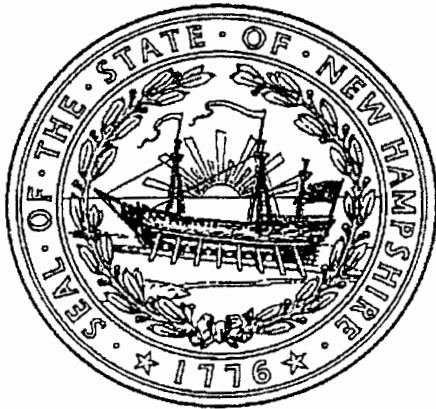
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY CROSSROADS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 19, 1979. 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: 64839



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 May A.D. 2017.

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

William M. Gardner
Secretary of State

Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

CERTIFICATE OF VOTE

I, Kathleen Dayotis, do hereby certify that:

1. I am a duly elected Officer of Community Crossroads Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 5, 2017

RESOLVED: That the Vice President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of July, 2017.


4. Linda Steir is the duly elected Vice President of the Agency.

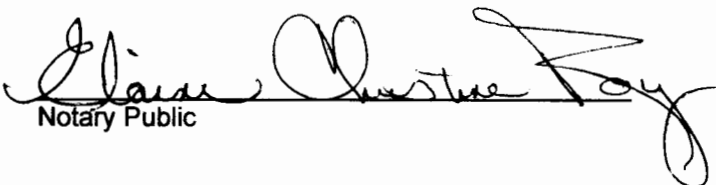

Secretary, Board of Directors

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 5th day of July, 2017.

By 
Secretary, Board of Directors


Notary Public

Commission Expires: 6/15/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2017

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: Carrie Morgan	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com	
INSURED Community Crossroads, Inc. DBA: Region 10 Community Support 8 Commerce Drive Atkinson NH 03811-2191	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: NY Marine & General Ins Co	16608
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 16-17 GL, BA, WC & Umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1572014	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> 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			PHPK1572021	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB562129	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC201600007486 (3a.) NH All officers included	11/1/2016	11/1/2017	<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	Crime			PHSD1192301	11/1/2016	11/1/2017	Employee Dishonesty 1,000,000 Deductible 5,000

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

CERTIFICATE HOLDER

State of NH
Dept of Health & Human Services (DHHS)
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

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Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

Mission

Our mission is to provide people in need of long term supports, either through age or disability, with the information, guidance, support and advocacy they need to remain in their chosen homes and live full, independent lives.

Vision for Those We Serve

We envision a day when people with long-term care needs will take their place as full citizens within their communities and have equal opportunities to pursue life, liberty and happiness.

We envision a day when they will live full and independent lives – lives that include:

1. A clear vision for their own future with a sense of hope, possibility, and direction
2. A wide range of choices and the ability to determine how to live their lives
3. Strong, healthy relationships with family and friends
4. A safe and stable home to live in as long as they choose
5. Meaningful employment and a livable wage during their working years
6. A broader community that recognizes their individuality, gifts, and talents.
7. The flexible supports and services they need to live their lives.
8. Accessing all of their civil rights.

Guiding Principles

We believe that those we serve:

1. Should have a broad range of choices
2. Can and should direct their lives. We provide present options and link them to supports, but they are the “drivers.”
3. Need and deserve natural systems of support and relationships
4. Have needs that will change over the course of their lives
5. Thrive best when they are fully included in their communities and live in non-institutional settings

We believe that in order to achieve our mission we must...

1. Respect the uniqueness of every person and family
2. Truly listen to those we serve
3. Provide flexible, person-centered support
4. Use data to improve the quality of our services
5. Pay attention and adapt to changes in our environment and to the changing needs of those we serve
6. Always advocate for the full civil rights of those we serve

Financial Statements

COMMUNITY CROSSORADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY CROSSROADS, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

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



INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The information included in the schedules of functional revenues is presented for purposes of additional analysis of the financial statements rather than to present the financial position, results of operations, cash flows, and functional expenses of the Organization, and it is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, 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.

Leane, McDonnell & Roberts
Professional Association

December 5, 2016
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2016 AND 2015

ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,945,422	\$ 3,063,942
Accounts receivable	2,211,438	1,053,018
Due from other area agencies	12,925	2,452
Investments	710,571	710,106
Other current assets	<u>82,123</u>	<u>79,711</u>
Total current assets	<u>4,962,479</u>	<u>4,909,229</u>
PROPERTY AND EQUIPMENT, NET	<u>1,139,884</u>	<u>1,156,106</u>
Total assets	<u>\$ 6,102,363</u>	<u>\$ 6,065,335</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	\$ 60,244	\$ 58,102
Accounts payable	1,543,321	1,557,477
Refundable advances	1,008,031	1,131,277
Accrued expenses	74,911	65,625
Accrued payroll, benefits and related taxes	<u>297,142</u>	<u>236,483</u>
Total current liabilities	2,983,649	3,048,964
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>679,635</u>	<u>741,582</u>
Total liabilities	3,663,284	3,790,546
NET ASSETS		
Unrestricted	<u>2,439,079</u>	<u>2,274,789</u>
Total liabilities and net assets	<u>\$ 6,102,363</u>	<u>\$ 6,065,335</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
SUPPORT AND REVENUES		
Medicaid	\$ 22,886,509	\$ 22,313,044
State of NH - DHHS	913,055	1,181,480
Federal grant - DHHS	435,034	523,640
Rent income	146,146	147,796
Client resources	134,822	133,033
Third party insurance	14,279	23,382
Production/service income	161,389	32,050
Residential fees	138,863	121,578
Contributions and miscellaneous grants	6,592	9,018
Interest and dividends	30,173	31,253
Net realized gain on investments	16,284	1,191
Net unrealized loss on investments	(41,148)	(29,586)
Fundraising	127,692	115,423
Gain on sale of equipment	1,500	-
Other revenues	15,913	68,451
	<hr/>	<hr/>
Total support and revenues	24,987,103	24,671,753
	<hr/>	<hr/>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,322,666	1,360,910
Other DHHS funded programs	21,956,188	21,498,684
	<hr/>	<hr/>
Total program services	23,278,854	22,859,594
	<hr/>	<hr/>
Supporting Activities:		
General management	1,304,533	1,341,879
Rental property management	149,084	139,400
Fundraising	90,342	85,663
	<hr/>	<hr/>
Total supporting activities	1,543,959	1,566,942
	<hr/>	<hr/>
Total functional expenses	24,822,813	24,426,536
	<hr/>	<hr/>
INCREASE IN NET ASSETS	164,290	245,217
NET ASSETS, BEGINNING OF YEAR	2,274,789	2,029,572
	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 2,439,079	\$ 2,274,789
	<hr/>	<hr/>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 164,290	\$ 245,217
Adjustments to reconcile increase in net assets to net cash (used in) provided by operating activities:		
Depreciation	110,000	105,910
Net realized gain on investments	(16,284)	(1,191)
Net unrealized loss on investments	41,148	29,586
Gain on sale of property and equipment	(1,500)	-
Changes in operating assets and liabilities:		
Accounts receivable	(1,158,420)	(261,381)
Due from other area agencies	(10,473)	(2,452)
Other current assets	(2,412)	7,373
Accounts payable	(14,156)	128,534
Refundable advances	(123,246)	(146,539)
Accrued expenses	9,286	(42,215)
Accrued payroll, benefits and related taxes	60,659	31,427
	<u>(941,108)</u>	<u>94,269</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(93,778)	(108,512)
Purchase of investments	(352,726)	(107,317)
Proceeds from sale of equipment	1,500	-
Proceeds from sale of investments	327,397	78,039
	<u>(117,607)</u>	<u>(137,790)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	(59,805)	(58,761)
	<u>(59,805)</u>	<u>(58,761)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET DECREASE IN CASH AND CASH EQUIVALENTS	(1,118,520)	(102,282)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>3,063,942</u>	<u>3,166,224</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,945,422</u>	<u>\$ 3,063,942</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

STATEMENTS OF CASH FLOWS - CONTINUED
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	\$ <u>26,649</u>	\$ <u>30,931</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Improvements financed by long term debt	\$ <u>-</u>	\$ <u>60,000</u>

See Notes to Financial Statements

COMMUNITYCROSSROADS, INC.

SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day Management	Program Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2016 Totals
Salaries, wages, benefits and taxes	\$ 871,264	\$ 282,233	\$ -	\$ 56,020	\$ -	\$ 413	\$ 626,601	\$ 154,279	\$ 1,990,810	\$ 938,230	\$ 2,919,048	\$ 54,665	\$ -	\$ 2,973,713
Direct care contracted staff	2,013	-	287,395	-	97,667	-	2,842,042	3,229,107	3,229,107	-	3,229,107	-	-	3,229,107
Client evaluations	28,046	-	-	1,111,275	30	-	63,417	-	1,205,428	-	1,205,428	-	-	1,205,428
Medical and therapies	28,192	-	-	-	21,647	-	1,667	-	49,839	-	49,839	-	-	49,839
Accounting	-	-	-	-	-	-	1,667	-	1,667	10,910	12,577	-	-	12,577
Audit fees	-	-	-	-	-	-	-	-	-	33,700	33,700	-	-	33,700
Legal fees	1,866	570	-	130	-	-	17,625	-	2,686	4,294	33,700	25	-	4,319
Other professional fees	185,321	1,218	-	94,501	-	-	11,821,221	139	298,804	60,864	359,866	273	-	359,941
Subcontractors	-	-	-	-	3,210,908	-	-	-	15,032,129	-	15,032,129	-	-	15,032,129
Family Slopod for 521/525 services	-	-	-	-	-	214,569	-	661	497,662	-	497,662	-	-	497,662
Staff development	778	1,642	-	-	-	-	-	-	217,640	21,880	239,530	-	-	239,530
Rent	-	-	-	-	-	-	4,500	-	4,500	-	4,500	-	-	4,500
Mortgage expense	-	-	-	-	-	-	20,781	-	20,781	-	20,781	26,649	-	47,430
Utilities	8,608	2,470	-	565	-	-	9,207	-	20,850	6,847	27,697	5,254	-	32,951
Maintenance and repairs	6,711	2,499	-	572	-	-	6,526	-	18,308	6,596	24,904	52,069	-	76,993
Other occupancy costs	12,144	3,485	-	798	-	-	8,405	-	24,832	9,196	34,028	795	-	34,823
Office supplies	14,369	4,088	-	930	-	-	2,140	916	22,457	11,704	34,161	1,232	-	35,393
Building and household	1,118	320	-	74	-	-	517	-	2,029	747	2,776	1,129	-	3,905
Client consumables	-	-	-	-	-	336	-	-	336	-	336	-	-	336
Equipment rental	10,998	3,153	-	722	-	-	-	-	14,863	8,320	23,183	719	-	23,902
Depreciation	-	-	-	-	-	-	-	-	-	110,000	110,000	-	-	110,000
Advertising	534	45	-	-	-	-	-	205	784	156	940	-	-	940
Printing	3,802	799	-	183	-	-	2,824	-	4,784	2,450	7,234	162	-	7,416
Telephone and communications	13,592	3,886	-	890	-	-	18,368	-	18,368	11,169	29,537	865	-	30,443
Postage and shipping	5,874	1,685	-	386	-	-	7,952	7	7,959	4,376	12,328	345	-	12,713
Travel	44,231	6,534	-	5,949	1,973	-	76,103	13,988	148,778	10,730	159,508	2,779	-	162,287
Assistance to individuals	50,240	135,571	-	-	-	-	149,342	-	335,153	-	335,153	-	-	335,153
Insurance	16,442	4,718	-	1,081	-	-	2,932	-	25,173	13,787	38,950	1,077	-	40,037
Membership dues	-	-	-	-	-	-	-	65	65	-	65	-	-	65
Family assistance	-	72,851	-	-	-	-	-	952	72,851	-	72,851	-	-	72,851
Other expenses	13,813	67	-	14	-	372	-	-	15,218	5,185	66,403	925	-	72,851
Total	\$ 1,322,666	\$ 527,634	\$ 287,395	\$ 1,274,096	\$ 3,310,638	\$ 215,680	\$ 16,169,343	\$ 171,212	\$ 23,278,654	\$ 1,304,533	\$ 24,583,387	\$ 149,084	\$ 90,342	\$ 24,822,813

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHIS Programs	Residential & Day	Program Case Management	Total Program Services	General Management	Total DHHIS Financial	Rental Properties	Fundraising	2015 Totals
Salaries, wages, benefits and taxes	\$ 880,475	\$ 2,255,622	\$ -	\$ 52,857	\$ -	\$ -	\$ 594,484	\$ 133,879	\$ 1,887,892	\$ 931,498	\$ 2,819,390	\$ 53,444	\$ -	\$ 2,872,834
Direct care contracted staff	25,347	-	259,933	-	60,517	-	3,186,614	-	3,542,511	-	3,542,511	-	-	3,542,511
Client evaluations	49,044	-	-	985,204	1,955	-	87,298	-	1,123,451	-	1,123,451	-	-	1,123,451
Medical and therapies	34,398	120	163	20	-	-	26,553	-	61,254	-	61,254	20	-	61,274
Accounting	-	159	-	-	-	-	1,600	-	1,759	9,338	11,157	-	-	11,157
Audit fees	-	910	-	-	-	-	-	-	29,000	2,400	29,000	-	-	29,000
Legal fees	3,170	-	-	208	-	-	4,288	-	6,628	2,400	6,628	208	-	6,896
Other professional fees	108,676	1,675	428	321,419	-	1,750	39,124	20	523,092	96,107	619,199	382	-	619,581
Subcontractors	-	-	-	-	3,064,053	-	11,065,306	-	14,149,359	-	14,149,359	-	-	14,149,359
Family stipend for 521525 services	-	-	-	-	-	-	439,150	-	439,150	-	439,150	-	-	439,150
Staff development	3,482	1,315	-	-	-	396,650	439,150	700	402,161	4,057	406,218	-	-	406,218
Rent	-	-	-	-	-	-	18,000	-	18,000	-	18,000	-	-	18,000
Mortgage expense	-	-	-	-	-	-	20,463	-	20,463	-	20,463	39,402	-	50,985
Utilities	12,025	3,450	-	790	-	-	14,034	-	30,299	9,106	39,405	3,874	-	43,279
Maintenance and repairs	7,760	2,226	-	510	-	-	15,847	-	26,343	1,258	27,599	34,754	-	62,353
Other occupancy costs	12,096	3,471	-	795	-	-	8,221	-	24,563	9,160	33,743	732	-	34,535
Office supplies	20,178	5,891	-	1,323	-	-	533	-	27,925	16,600	44,525	1,319	-	45,844
Building and household	2,327	644	-	147	-	-	845	-	3,963	1,607	5,570	636	-	6,206
Client consumables	-	-	-	-	-	514	240	-	754	-	754	-	-	754
Equipment rental	7,590	2,178	-	499	-	-	-	-	10,267	5,748	16,015	487	-	16,512
Depreciation	-	-	-	-	-	-	-	-	105,910	105,910	105,910	-	-	105,910
Advertising	259	-	-	-	-	-	-	-	259	133	392	-	-	392
Printing	3,450	848	-	194	-	-	-	-	4,492	3,577	8,069	183	-	8,262
Telephone and communications	15,600	4,461	-	1,021	-	-	-	-	21,082	11,950	33,040	1,018	-	34,058
Postage and shipping	5,795	1,663	-	361	-	-	-	-	7,839	4,368	12,227	379	-	12,606
Travel	40,361	7,580	-	8,267	4,511	-	69,771	10,052	140,542	14,398	154,940	3,158	-	158,098
Assistance to individuals	38,176	86,487	-	280	-	-	159,757	-	286,710	-	286,710	-	-	286,710
Insurance	17,921	5,142	-	1,177	-	-	2,869	-	27,108	13,571	40,679	1,173	-	41,852
Membership dues	-	50	-	-	-	-	-	119	160	350	519	-	-	519
Family assistance	-	58,081	-	-	-	-	-	-	58,081	-	58,081	-	-	58,081
Other expenses	12,760	454	-	155	530	237	967	675	15,778	71,657	87,435	1,151	85,003	174,249
Total	\$ 1,360,910	\$ 4,141,617	\$ 270,524	\$ 1,374,967	\$ 3,131,996	\$ 399,534	\$ 15,761,885	\$ 145,451	\$ 22,859,994	\$ 1,341,879	\$ 24,201,473	\$ 139,400	\$ 85,663	\$ 24,426,536

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

NOTE 1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in February 2008, for the period October 1, 2007 through September 30, 2012. In July 2012, August 2013, June 2014 and October 2015, the State extended the re-designation period for one additional year through September 2013, 2014, 2015 & 2016, respectively. The Organization is currently working with the State on the re-designation process and anticipates it to be finalized during fiscal year 2017.

Method of Accounting

The financial statements of Community Crossroads, Inc. have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC).

Basis of Presentation

The financial statement presentation follows the recommendations of FASB ASC 958 "*Not-for-Profit Entities – Presentation of Financial Statements*". Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2016 and 2015, the Organization had only unrestricted net assets.

Use of Estimates

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

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2016 and 2015. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

ASC 825, "*Financial Instruments*", requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short term nature of those instruments.

Cash Equivalents

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2016 and 2015 were \$14,811 and \$12,463, respectively.

Investments

The Organization accounts for investments in marketable securities in accordance with ASC 320, "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets.

Accounts Receivable

Accounts receivables are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2016 and 2015. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

Property and equipment is stated at cost if purchased or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific use. The Organization's policy is to capitalize costs for major improvements and charge repairs and maintenance currently for expenditures that do not extend the lives of the related assets.

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 5 to 30 years.

Depreciation expense for the years ended June 30, 2016 and 2015 was \$110,000 and \$105,910, respectively.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2013 - 2016), and has concluded that no provision for income tax is required in the Organization's financial statements.

Functional Allocation of Expenses

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

Restricted and Unrestricted Revenue and Support

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor 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 (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 restriction.

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 temporarily restricted or permanently restricted net assets at June 30, 2016 or 2015.

Advertising

Advertising costs are expensed as they are incurred.

Accrued Vacation

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employees. The amounts accrued at June 30, 2016 and 2015 were approximately \$193,000 and \$175,000, respectively.

NOTE 2. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$1,623,000 and \$2,650,000 at June 30, 2016 and 2015, respectively.

The Organization also uses a Sweep Repurchase Agreement in which a portion of its overnight bank deposit balances are swept into uninsured repurchase agreements. The repurchase agreements are backed by the U.S. Treasury.

With respect to investments, the Organization uses three investment firms to assist in providing a diversified portfolio of investments with strong credit ratings. The Organization is exposed to credit risks in the event of default by the issuers of investments to the extent recorded in the Statements of Financial Position.

The Organization received approximately 92% and 90% of its funding from Medicaid for each of the years ended June 30, 2016 and 2015, respectively. At June 30, 2016 and 2015, Medicaid accounted for approximately \$2,099,000 and \$975,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 5% and 7% of its funding from DHHS for the years ended June 30, 2016 and 2015, respectively. At June 30, 2016 and 2015, DHHS owed the Organization an amount on the fiscal year contract for 2016 and 2015 of approximately \$68,000 which is included in the 2016 and 2015 accounts receivable balances.

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2016 and 2015 consists of the following:

	<u>Years</u>	<u>2016</u>	<u>2015</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	239,796	239,796
Equipment and furniture	3-5	457,894	419,082
Vehicles	5	80,747	68,798
Improvements	10-20	<u>558,586</u>	<u>539,968</u>
		3,100,943	3,031,564
Less accumulated depreciation		<u>(1,961,059)</u>	<u>(1,875,458)</u>
Total property and equipment, net		<u>\$ 1,139,884</u>	<u>\$ 1,156,106</u>

NOTE 4. INVESTMENTS

At June 30, 2016 and 2015, the Organization's investments consists of the following:

	<u>2016</u>		<u>2015</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 470,947	\$ 473,689	\$ 466,529	\$ 451,335
Exchange traded funds	<u>239,624</u>	<u>204,345</u>	<u>243,577</u>	<u>201,567</u>
Total	<u>\$ 710,571</u>	<u>\$ 678,034</u>	<u>\$ 710,106</u>	<u>\$ 652,902</u>

The values of the securities are subject to market fluctuations and are uninsured. See **Note 5** for fair value measurements.

NOTE 5. FAIR VALUE MEASUREMENTS

ASC 820, "Fair Value Measurements and Disclosures", establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2016 and 2015.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Organization at year end.

Exchange Traded Funds: Valued at quoted market prices of shares held by the Organization at year end.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

As of June 30, 2016 and 2015, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2016</u>	<u>2015</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 55,165	\$ 77,693
Growth funds	214,533	178,675
Income funds	64,974	65,749
Bond funds	136,275	144,412
Exchange traded funds, at fair value:		
Fixed income funds	106,726	86,206
Capital appreciation funds	<u>132,898</u>	<u>157,371</u>
Total investments at fair value	<u>\$ 710,571</u>	<u>\$ 710,106</u>

NOTE 6. LONG TERM DEBT

Long term debt at June 30, 2016 and 2015 consists of the following:

	<u>2016</u>	<u>2015</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,378 for principal and interest at the bank's base rate of 3.25% plus 2.5%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 135,911	\$ 145,196

Adjustable rate mortgage note payable to a bank in monthly installments of \$3,566 for principal and interest at the bank's base rate of .7% plus 2.5% through February 2018. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due January 2024.

395,380 426,421

Adjustable rate mortgage note payable to a bank in monthly installments of \$1,354 for principal and interest at a rate of 5.00% through January 2021, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.

168,220 176,316

Loan payable to a bank in monthly installments of \$1,107 of principal and interest at a rate of 4%. The loan is secured by real estate and is due in September 2019.

40,368 51,751

739,879 799,684

Less current portion (60,244) (58,102)

\$ 679,635 \$ 741,582

Future repayments on the long term debt are scheduled as follows:

2017	\$ 60,244
2018	62,469
2019	64,779
2020	57,034
2021	55,729
Thereafter	<u>439,624</u>
	<u>\$ 739,879</u>

NOTE 7. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There were no advances from the LOC during the years ended June 30, 2016 or 2015.

NOTE 8. REFUNDABLE ADVANCES

Under the terms of the Organization's agreement with DHHS, the agency receives advances during the year based on an approved and/or revised budget.

At the end of each fiscal year, if the amounts advanced exceed actual expenses, the Organization must receive State approval to spend the excess for specific purposes. The State has the option to request the return of the excess.

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$1,008,031 and \$1,131,277 at June 30, 2016 and 2015, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

NOTE 9. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to \$84,933 and \$70,402 in 2016 and 2015, respectively.

NOTE 10. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$303,000 and \$283,000 as of June 30, 2016 and 2015, respectively.

NOTE 11. SPECIAL EVENTS AND FUNDRAISING

Each year the Organization holds fundraising and special events to help support various programs and projects. The following amounts comprised the net revenues from special events and fundraising for the years ended June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Golf tournament revenue	\$ 35,799	\$ 37,530
Less: golf tournament expense	<u>(19,147)</u>	<u>(17,118)</u>
Net golf tournament revenue	<u>16,652</u>	<u>20,412</u>
Other special events revenue	36,021	34,864
Gaming activities	55,872	43,029
Less: other special events expenses	<u>(13,154)</u>	<u>(13,360)</u>
Net other special events revenue	<u>78,739</u>	<u>64,533</u>
Special events and fundraising, net	<u>\$ 95,391</u>	<u>\$ 84,945</u>

NOTE 12. RECLASSIFICATION

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

NOTE 13. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 5, 2016, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHH Programs	Residential & Day	Program CIP Case Mgmt	Total Program Services	General Management	Total DHH Funded	Rental Properties	Fundraising	Other Non-DHH Programs	2016 Total
Medicaid	\$ 942,931	\$ 231,568	\$ 291,634	\$ -121,262	\$ 3,644,971	\$ -	\$ 17,127,648	\$ 236,475	\$ 22,896,509	\$ 913,055	\$ 22,896,509	\$ -	\$ -	\$ -	\$ 22,896,509
State of NH - DHHIS	-	-	-	-	-	-	-	-	-	913,055	913,055	-	-	-	913,055
Federal grant - DHHIS	-	-	-	329,925	-	105,109	-	-	435,034	-	435,034	-	-	-	435,034
Rent income	-	-	-	-	-	-	-	-	-	-	-	146,146	-	-	146,146
Client resources	-	-	-	-	17,611	-	117,211	-	134,822	-	134,822	-	-	-	134,822
Third party insurance	-	-	-	14,279	-	-	-	-	14,279	-	14,279	-	-	-	14,279
Production/service income	125,449	-	-	-	-	-	-	-	125,449	35,940	161,389	-	-	-	161,389
Residential fees	-	-	-	-	-	-	138,863	-	138,863	6,592	138,863	-	-	-	138,863
Contributors and dividends	-	-	-	-	-	-	-	-	-	27,677	27,677	2,496	-	-	6,592
Interest and dividends	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,173
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	16,284	16,284
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	(41,148)	(41,148)
Gain on sale of property & equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	1,500
Other revenues	-	-	15,000	-	-	20	-	-	25,670	(12,934)	12,736	3,177	127,692	-	143,605
Total	\$ 1,068,380	\$ 231,568	\$ 296,634	\$ 776,116	\$ 3,982,582	\$ 105,128	\$ 17,383,722	\$ 236,475	\$ 23,760,928	\$ 970,330	\$ 24,730,956	\$ 151,819	\$ 127,692	\$ (23,364)	\$ 24,987,103

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program Cif Case Mgmt	Total Program Services	General Management	Total DHHS Function	Rental Properties	Fundraising	Other Non-DHHS Programs	2015 Total
Medicaid	\$ 1,056,158	\$ 192,890	\$ 283,479	\$ 533,282	\$ 3,531,862	\$ -	\$ -	\$ 173,135	\$ 22,313,044	\$ 1,181,480	\$ 22,313,044	\$ -	\$ -	\$ -	\$ 22,313,044
State of OH - DHHS	-	-	-	-	-	37,857	-	-	523,640	-	1,181,480	-	-	-	1,181,480
Federal grant - DHHS	-	-	-	485,783	-	-	-	-	-	-	523,640	147,796	-	-	523,640
Rent income	-	-	-	-	12,054	-	120,979	-	133,033	-	133,033	-	-	-	133,033
Client resources	-	-	-	23,382	-	-	-	-	23,382	32,050	55,734	-	-	-	78,716
Third party insurance	-	-	-	-	-	-	121,578	-	121,578	-	121,578	-	-	-	121,578
Production/service income	-	-	-	-	-	-	-	-	-	9,018	9,018	-	-	-	9,018
Residential fees	-	-	-	-	-	-	-	-	-	28,221	28,221	3,032	-	-	31,253
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	-	-	-	-	1,191	1,191
Interest and dividends	-	-	-	-	-	-	-	-	-	-	-	-	-	(29,886)	(29,886)
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	1,060	630	-	-	-	-	6,370	361	8,361	60,090	68,451	-	115,423	-	183,874
Total	\$ 1,056,158	\$ 193,560	\$ 283,479	\$ 1,042,447	\$ 3,543,906	\$ 37,857	\$ 16,792,135	\$ 173,496	\$ 23,123,036	\$ 1,310,659	\$ 24,433,697	\$ 150,828	\$ 115,423	\$ (28,995)	\$ 24,871,753

See Independent Auditors' Report

**Community Crossroads Board of Directors
Membership Roster**

	Town Represented	Term expires		
Lorraine Butler	Derry	2017	©	Consumer
Kathleen Dayotis	Atkinson	2017		
John DeBaun	Sandown	2018		
Jim Dickerson, DMD	Salem	2017		
Kenneth Ferreira		2017	©	Family Member
Cathy Forgit	Hampstead	2016	©	Family Member
Elaine Lavin	Salem	2016	©	Family Member
Robin Knight	Sandown	2016	©	Family Member
Cathy Spinney	Pelham	2017	©	Family Member
Linda Steir	Atkinson	2017	©	Family Member
Barbara Strzykalski	Atkinson	2017	©	Family Member
James Watson	Derry	2017	©	Family Member
Laurie Giguere	Salem	© (Liaison from Family Support Council)		

**© denotes Consumer

Officers:

Kenneth Ferreira, President	KTFJR@comcast.net	2017
Linda Steir, Vice President		2017
James Watson, Treasurer	cgolfer@comcast.net	2017
Kathleen Dayotis, Secretary		2017

Updated 8/23/16

Kelly A. Judson

Objective: To obtain a position in human services that promotes my supervisory and organizational skills in a challenging setting.

Education/Courses:

1987 Timberlane Regional High School
1987-1988 University of New Hampshire, Psychology courses

Employment:

1/6/97-present The Arc of Northern Essex County, Inc.
4 Summer Street Room 6
Haverhill, MA 01830

Family Services Coordinator: Responsible for providing advocacy for individuals with disabilities and their families.

Responsibilities: Assisting individuals in interpretation/implementation of the state and federal Special Education Regulations. Serving as a liason between thirteen communities/school systems and area vendors and agencies. Assisting families in attaining benefits and services as well as assisting with fundraising and ongoing leisure activities.

10/93-12/12/96 Crotched Mountain Residential Services, Inc.
Brookstone Park, #16, Rte. 111, Suite 3
Derry, NH 03038

Program Manager: Responsible for the daily operation/management of two residential programs, one individualized day program and the direct formal supervision of ten staff.

Responsibilities: Programmatic duties include participating in Quality Assurance reviews, annual state certification review, serve as a liaison between the guardian/area agency/day programs and staff, monitoring and directing the services provided, monitoring ISP objectives, completing quarterly and monthly progress reports, completing functional skills assessment and safety skills assessments, coordinating/assisting residents in medical services and appointments, providing direct care, supervising and administering medication treatment regimen, medical administration.

Supervisory duties include weekly and monthly scheduling/filling vacant shifts, interviewing prospective new employees, formal weekly supervision, conducting weekly staff meetings, orientation of new employees to the agency and programs, completing criteria based performance evaluations, and served as member of the critical relief team.

Community relation duties includes working with and educating local community resources (ie: banks, shop keepers, etc.) and municipal service providers (ie: fire department etc) regarding the unique needs of the individuals that we service, and more importantly, the similarities. Developed, educated, and supported volunteer community members and assisted in establishing long term relationships with the individuals served. Also served and chairperson for two years on annual fundraiser to directly benefit the individuals that we service.

9/89-10/93

Crotched Mountain Residential Services, Inc.
10 Bricketts Mill Road, Hampstead NH 03841

Permanent House Manager/Program Director:
Responsibilities include managing and supervising one residential program.

Responsibilities: Includes direct care, community involvement and activities, teaching ISP objectives, assistance and teaching with daily living skills, supervising a staff of four, managing ISP programs, monthly and quarterly progress report on ISP objectives, coordinating and assisting residents with medical services and care. Duties also include managing medication administration, conducting staff meetings, weekly and monthly scheduling, completing performance reviews, and responsible to oversee household accounts.

8/86-9/89

Crotched Mountain Residential Services, Inc.
PO Box 712, Plaistow, NH 03865

Residential Counselor: Responsibilities include direct services to the residents. Duties were inclusive of completing ISP objectives, community outings and scheduling of community activities. Teaching and training daily living skills and ISP objectives. Also served as temporary House Manager for four months. During that period, responsibilities included ensuring the daily operation of the program met state and agency requirements. Managed a staff of four, completed weekly and monthly schedule, and monitored all services provided.

3/84-8/86

New Hampshire Residential Program, Inc.
Windham, NH 03087

Residential Counselor: Responsibilities included direct care, providing assistance with daily living skills, assisting residents with community outings/involvement, completed ISP objectives and monitored the household accounts.

Certifications:

Standard First Aid Instructor
NH Medication Administration
MA Medication Administration
Non-Violent Crisis Prevention Intervention

Training's:

Social Role Valorization
Defensive Driving
Frontline Leadership: Zenger Miller Management Training
Total Quality Management/Continuous Quality Improvement
Standard First Aid Instructors Course (teach approx. 50 people per year)
Formal Behavioral Training's
Technical training's (listing furnished upon request)
Various Management training's

Memberships:

Presidents Forum (appointed to committee that serves as an advisory committee to the President of the Foundation. Appointed by the President to represent subsidiary in reference to employee issues.)

Committee Appointments:

Employee Publication Committee
Staff Development Committee
Quality of Life Circle
Safety Committee
Fundraising Committee
Project Connect
Merrimack Valley Aging and Disabled Coalition

References:

References provided upon request.

WILLIAM DILLON CPA



- Certified Public Accountant
- Master of Business Administration
- 12 Years Accounting Experience
 - 8 years supervisory level
 - 4 years manufacturing experience
 - 3+ years "Big 6" experience
- Strong analytical and Lotus spreadsheet skills
- Objective: Acquire position in upper management in accounting/finance field.

EMPLOYMENT HISTORY:

Controller

Hanover Development Group, Exeter, NH

Managed all accounting functions and prepared, analyzed, interpreted and maintained all accounting records for this real estate development company. Spearheaded installation of computerized accounting and job costing system which resulted in more efficient reporting and the provision of more detailed information. Developed bank proposals and made presentations for project financing. Established construction budgets for analysis of investment worthiness. Responsible for cash flow projections, cash management and review. Extensive property management responsibilities. Supervised and trained accounting staff. 1987 - 1991 (last six months as consultant).

Cost Accounting
Manager

Warren Pumps, Inc., Warren, MA

Managed cost accounting department for this mid-size manufacturer. Established groundwork for revision and upgrade of standard cost system. Prepared and analyzed cost of goods sold statement for monthly financial reports. Directed the physical taking of and pricing of periodic inventories. Responsible for training and on-going staff supervision. 1986 - 1987.

Assistant Controller **Guardian Industries Corporation, Webster, MA**

Responsible for product standard cost implementation, monthly financial report preparation and analysis, product pricing, and customer credit limits. Supervise accounts payable, order entry, customer invoicing and review, and accounts receivable departments. 1983 - 1985.

Staff and Senior Auditor

Arthur Andersen & Co., Hartford, CT

Responsible for auditing financial reports and related information of various public and privately held corporations in the manufacturing, financial services and not-for-profit industries. 1980 - 1983.

EDUCATION AND CERTIFICATION:

Certified Public Accountant, 1983.

University of Miami
Masters in Business Administration, 1979.
Accounting Concentration

University of Vermont
Bachelor of Arts - Mathematics, 1975.

REFERENCES:

Available upon request.

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Thirty year career in Human Services in support of people with developmental disabilities.
- Twenty years experience in senior management
- Managed agency operations of over 100 employees with an annual operating budget of \$24 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Executive Director

- Organizational operations and services to over 1,000 Individuals with developmental disabilities and acquired brain disorders and their families, and adult & seniors with chronic health conditions.
- Report directly to the Chief Executive Officer.
- Oversight of \$24 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

Community Support Network Inc.(CSNI) Concord NH
Director of Special Projects

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.
- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

- Senior manager of department serving over 700 individuals with developmental disabilities and their families. Operations management responsibilities for all services provided by the agency.
- Reported to Executive Director. and. responsible to the Family Support Council, a volunteer board, for budget expenditures and services.
- Major responsibilities included, assisting individuals and families in developing community connections, supervision, leadership, contract negotiations, mediation, problem solving, and compliance with state regulations. Established relationships with state and local community agencies. Education and advocacy of area legislators and board of directors.

1990-1992

Director of Service Coordination

- Held senior management position reporting to the Executive Director. .
- Supervision of 10 Service Coordinators.
- Responsible for budget negotiations.

1987-1992

Vocational Services Director

- Managed employment programs and monitored all vocational services provided by the agency.
- Marketing and networking with local business groups and employers.
- Established Local Business Advisory Council with stakeholders and employers.

Education

2006 **Masters Degree in Business Administration**

Franklin Pierce College

Rindge NH

1986 **Bachelors of Arts Degree in Human Services Administration**

Memmack College, North Andover, Ma

1980 **Associates of Science Mental Health Technology**

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2017 Award: Inductee to Greater Haverhill Tribute To Women.
- 2010 Brain Injury Association of New Hampshire Board
- 2013 – Present Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

Dennis Powers

Summary of Qualifications

Professional Experience:

- Extensive career in health and human services with emphasis on support of people with disabilities.
- Senior administrative experience in state government and private community organizations.
- Managed large numbers of employees in various settings and operating budgets up to \$168 million.

Non Profit Experience:

- Chief Executive Officer of two private not-for-profit corporations in New Hampshire since 1990.
- Served on several non-profit Boards. President of HEARTS, Inc. (1990 – 1995) and President of Community Support Network, Inc. (1999 – 2000).

Employment Experience

2011- Present
Community Crossroads
Atkinson, NH

President and Chief Executive Officer

Serve as the CEO of a non- profit corporation with an operating budget of \$24 million, serving 1,100 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

2003 - 2011
Community Support Network, Inc.
Concord, NH

Executive Director

Served as Chief Executive Officer of a not-for-profit association representing the 10 regional area agencies for developmental services in New Hampshire. Primarily responsible for legislative advocacy; promotion of best practices; development of new business opportunities; quality improvement and public education. In 2007 worked with legislative leadership to draft S.B.138, which effectively ended the waiting list for services in New Hampshire. In 2010 produced the film *Lost in Laconia*.

2002 – 2003
NH Department of Health and Human Services
Division of Developmental Services
Concord, NH

Director

Served as State Director of a nationally recognized community system serving 10,000 people with developmental disabilities and acquired brain disorders and their families.

Major responsibilities included managing a \$168 million budget; negotiating with federal funding sources such as CMS; representing the Division before the Governor and various legislative committees; managing two class action lawsuits; and oversight of three Medicaid Community Care Waivers.

1990 – 2002
Region 10 Community Support Services
Atkinson, NH

Executive Director

Chief Executive Officer of a not-for-profit corporation serving as the regional area agency coordinating supports to over 600 individuals with developmental disabilities from birth to elder years in southern New Hampshire.

Services included: Housing, Job Support, Service Coordination, Family Support, Early Supports and Services and other supports as needed. Region Ten was a participant in several national initiatives including the Home of Your Own Program and the Robert Wood Johnson Foundation Self Determination Project. Managed operating budget of \$11.5 million including federal, state, and fundraising dollars..

1988 – 1990
Career Paths
Harrisonburg, Virginia

Chief Executive Officer

Co-founder and CEO of a private employment referral network for human services professionals. Responsibilities included financial management of the organization strategic planning and development of relationships with public and private agencies nationwide providing services in mental health, substance abuse, and developmental disabilities.

1985 – 1988
Department of Internal Medicine
Medical College of Virginia /
Virginia Commonwealth University
Richmond, Virginia

Administrator

Administratively responsible for the Department of Internal Medicine at a large state-supported academic health center. Major responsibilities involved management of a \$14 million budget including \$7 million in direct federal grant support; management of human resources including 160 faculty positions, 150 classified staff, 50 hourly employees, and 150 Housestaff (Interns and Residents); management of physical plant, including space allocation and renovation projects; and liaison with the MCV Hospital and McGuire V.A. Medical Center.

1982 - 1985

Maryland Dept. of Health & Mental Hygiene
Mental Retardation & Developmental Disabilities Administration
Baltimore, Maryland

Director, Intensive Behavior Management Program

Designed and served as first Director of a comprehensive community based state-wide system of support services to prevent the need to (re)-institutionalize individuals with intellectual disabilities and mental illness. Major responsibilities included management of a \$3 million budget; supervision of 41 State of Maryland employees and 30 employees of the University of Maryland School of Medicine; management of grants and contracts with community providers of day and residential services; supervision of 4 intensive behavioral management community residences and a 20 person short term treatment program. Also responsible for the ongoing implementation of the Grabau v. Hughes settlement agreement.

Director, Phillips Program

Served as the Chief Administrative Officer of an ICF/MR with a licensed capacity of 100. The Phillips Program was developed in response to the Knott v. Hughes and Grabau v. Hughes litigations and served as a transitional program for individuals with intellectual disabilities and mental illness moving from large institutions to community residences. During the program's two-year existence, 71 individuals were successfully placed into the community, allowing the facility to be closed and the resources reallocated to fund the Intensive Behavior Management Program (IBMP).

Major responsibilities involved management of a \$1.5 million budget, including 82 professional and para-professional staff positions and management of the two lawsuits mentioned above. Simultaneously responsible for the orderly closure of the facility while developing and implementing the Maryland Intensive Behavior Management Program. Managed both programs during the period of July 1983 – May 1984.

1977 – 1982

Columbus Developmental Center
Columbus, Ohio

Health Services Administrator

Administratively responsible for the medical department of a state residential center serving 750 adults and adolescents with developmental disabilities. Duties included management of ancillary services such as pharmacy; emergency medical services; x-ray; laboratory; and dental clinic as well as a 14 bed acute hospital. Also, responsible for the coordination of services between the facility and local community hospitals and physicians, budget preparation, and policy development.

Assistant Program Director

Responsible for development of biennium budget for program and residential services; development of program section of institutional policy and procedure manual; development of in-service training package for middle management staff; development of proposal for day-care services for employee dependents; and participation in the Superintendent's Task Force to review management practices at the facility.

Unit Manager

Chief administrative officer of a developmental living unit serving 280 adults and adolescents. Unit III consisted of 4 residential buildings with a staff of 205 professional and direct care staff. Management responsibilities included interviewing and hiring all unit staff; employee counseling and evaluation; labor relations between unit administration and three employee labor unions; development of unit policies and procedures; and supervision of unit budget for equipment and supplies. Programmatic responsibilities included: development and implementation of the annual review process for each client, design and implementation of in-service training for direct-care and supervisory staff; and monitoring compliance with ICF/MR standards in certified buildings.

1973 - 1977

Northern Virginia Training Center for the Mentally Retarded
Fairfax, Virginia

Team Leader

Supervised two living units at a state residential training center for people with developmental disabilities. Unit 3A was a unit of adults and children; Unit 5C was a unit serving 28 adults. Responsibilities included supervision of two direct-care teams of fifteen employees, each on a 24 hour basis; design and implementation of individual habilitation plans; coordination of community resources, including pre-vocational workshops; and facilitation of interdisciplinary team meetings.

Developmental Technician

Worked on a living unit of 28 adults. Duties included supervision of evening shift in Team Leader's absence, implementation of independent living skills programs, administration of medications, and coordination of volunteers. In addition, served as a living unit trainer for new staff in training.

Developmental Aide

Served as an aide on a living unit of adults with physical and developmental disabilities. Duties included carrying out personal care and self-help programs and physical therapy. First three months of employment were spent in classroom training and community placement. Spent three weeks assigned to a classroom at the Daytime Development Center in Fairfax, Virginia working with pre-school age children.

Education

M.A. Public Administration Hospital and Health Services Administration (1980)

The Ohio State University-John Glenn College of Public Affairs
Columbus, OH

B.S. Psychology (1971)

Saint Joseph's University- Philadelphia, PA.

Additional post graduate courses taken at **George Mason University**; **Virginia Commonwealth University**; and **University of New Hampshire**.

Additional Professional Activities

- New Hampshire Managed Care Task Force (1996)
- UNH Institute On Disability Executive Committee (2002)
- CQI Leadership Institute – Rivier College (1994)
- New Hampshire Institutional Review Board (1995-97)
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies (2004)
- Interagency Coordinating Council For Early Intervention (2002)
- State Family Support Council (2002-2010)
- UNH Family Leadership Series- Group Leader (2007-2011)
- Executive Producer of film "Lost in Laconia" (2010)
- Governor's Commission on Health Care Workforce (2016)

Community Board Memberships

- New Hampshire Brain Injury Association
Board Member 2004- 2010
- HEART Systems, Inc. Board of Directors
1990 – 2002 (President 1990 – 1995)
- Community Support Network, Inc. –
Board Member 1995 – 2002; 2011-present

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Community Crossroads, Inc.

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

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Dennis Powers--CEO	\$133,365	1.50%	\$2,000.48
Cynthia Mahar--Executive Director	\$95,972	1.50%	\$1,439.58
William Dillon--CFO	\$88,001	1.50%	\$1,320.02
Kelly Judson--Svc. Coord. Supervisor	\$74,646	1.50%	\$1,119.69
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$5,879.76

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

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-05)

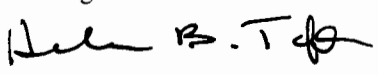
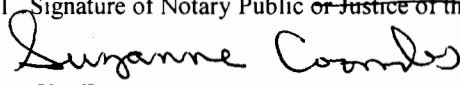
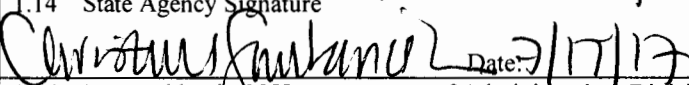

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-42-8208	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Helen B. Teft, President/ Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/6/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace SUZANNE COOMBS, Notary Public, Exp. 12/19/18			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials JMS
Date 7/6/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 8, the Portsmouth region. The towns associated with Region 8 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Home visits for enrollment and subsequent visits.
- 2.5.6. Trainings by the Parent Information Center regarding the special education process, at least annually.
- 2.5.7. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.5.8. Family meetings to tailor the support for each family's needs, to update their applications, and to discuss their needs and goals for the year.
- 2.5.9. Parent education programs offered at the Contractor's place of business, free of charge, with free child care available.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall collaborate with partners to identify PIH-eligible families including, but not limited to:
 - 2.7.1. Medical providers.
 - 2.7.2. Early supports and services providers.
 - 2.7.3. The Department.
 - 2.7.4. Region VIII One Sky.
 - 2.7.5. Northeast Passage.
 - 2.7.6. The Parent Information Center.
 - 2.7.7. Easter Seals.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families including, but not limited to:
 - 2.8.1. Identifying and functioning as a liaison to community resources.
 - 2.8.2. Assisting families with applying for grants and scholarships to improve their quality of life.
 - 2.8.3. Helping families access federal programs such as Medicaid and state-based Home Care for Children with Severe Disabilities.
 - 2.8.4. Assisting families with interactions with insurance companies to determine parties responsible for outstanding medical bills.
 - 2.8.5. Being available for school meetings with parents and teachers.
 - 2.8.6. Being available to attend IEP or 504 meetings.
 - 2.8.7. Coordinating opportunities for respite.
 - 2.8.8. Empowering the family so they are best able to advocate for themselves.



Exhibit A

- 2.8.9. Offering supportive listening.
- 2.8.10. Providing feedback from other families that may be helpful.
- 2.9. The Contractor shall provide intake services by:
 - 2.9.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.9.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.9.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.9.3.1. Department Application for Services.
 - 2.9.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.9.3.3. Consent to bill Medicaid if applicable.
 - 2.9.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.9.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.9.4. Determining eligibility per He-M 523 the process of which is:
 - 2.9.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.9.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.9.4.3. The Contractor reviews the completed form.
 - 2.9.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.9.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.9.4.6. Eligibility is re-determined annually.
- 2.10. The Contractor shall provide family support services including, but not limited to:
 - 2.10.1. Using a Needs Assessment which is reviewed with the family upon intake and is used to identify and assess needs and care of the child
 - 2.10.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.10.2.1. Medical, health, and insurance.
 - 2.10.2.2. Community, transition, and independence

[Handwritten Signature]
7/6/17



Exhibit A

- 2.10.3. Assisting young adults and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assessing and responding to the chronic health conditions as well as accessing services, grants and locating donations of goods.
- 2.10.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.11. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.11.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.11.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect including, but not limited to:
 - 2.11.2.1. Inviting the family to be a partner in creating a service plan.
 - 2.11.2.2. Incorporating unmet needs into the goal sheet.
 - 2.11.2.3. Making referrals.
 - 2.11.2.4. Supporting families so they may receive the services necessary to improve their quality of life.
 - 2.11.2.5. Providing education regarding the child's illness.
 - 2.11.2.6. Introducing the family to foundations specific to their child's condition.
 - 2.11.2.7. Making connections between families that have a child with a similar diagnosis.
 - 2.11.2.8. Reviewing the family's finances to determine if there is a need for budgeting education.
 - 2.11.2.9. Assisting families with understanding available community resources such as food pantries and Rockingham Community Action.
 - 2.11.2.10. Helping families access insurance programs through the state.
 - 2.11.2.11. Connecting families with complex case coordinators who can help manage the overwhelming nature of a new diagnosis.
 - 2.11.2.12. Inviting families to serve on the Family Council, where families receive information on what is occurring within the agency to support all families.
 - 2.11.2.13. Encouraging the family to communicate their needs directly to the PIH Family Support Coordinator (FSC) or the Council.
 - 2.11.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.



Exhibit A

- 2.11.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.11.4.1. Providing families with all information in ways that best match their processing style.
 - 2.11.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.11.4.3. Supporting the family's decisions and cultural needs.
- 2.11.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and wishes.
- 2.12. The Contractor shall refer the family to the Department for medical care coordination and local organizations for support.
- 2.13. The Contractor shall meet State Leadership for the System of Care Goals.
 - 2.13.1. The Family Services Director shall maintain the comprehensive certification training on Standards of Quality for Family Strengthening and Support and has been appointed to the statewide Wellness and Primary Prevention Council, which is working to develop policies and processes to designate Family Resource Centers of Quality.
- 2.14. The Contractor shall meet System of Care Development Goals including, but not limited to:
 - 2.14.1. Providing child care free of charge to PIH families during office visits, Family Council meetings, and Families First parent education programs.
 - 2.14.2. Encouraging young clients over the age of thirteen (13) to join the Family Council as junior members.
 - 2.14.3. Sending out surveys to PIH families at least twice a year (including Families First's outcomes/satisfaction survey) to elicit feedback on services or activities parents feel would enhance the program.
 - 2.14.4. Encouraging PIH parents to attend the Leadership Series offered by the Institute on Disability, as well as the Volunteer Special Education Advocacy training through the Parent Information Center, to expand their knowledge of the legislative process and hone their advocacy skills.
 - 2.14.5. Providing services including, but not limited to:
 - 2.14.5.1. Primary care.
 - 2.14.5.2. Pediatric health care.
 - 2.14.5.3. Dental care.
 - 2.14.5.4. Behavioral health.
 - 2.14.5.5. Nutrition assistance.
 - 2.14.5.6. Parenting groups.
 - 2.14.5.7. Home visiting.



Exhibit A

- 2.14.5.8. Child care.
- 2.14.6. Assisting PIH families with applying for state and federal programs such as Medicaid or the Home Care for Children with Severe Disabilities programs as appropriate.
- 2.14.7. Assisting children who are transitioning from high school by providing each child approaching graduation a Transition Tool Kit which provides information and talking points to get parents and children talking about the next steps and aiding families on how to use the Kit most effectively.
- 2.15. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.16. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.17. The Contractor shall ensure that FSC's attend training regarding motivational interviewing as part of the orientation process, and attend statewide training on person-centered planning.
- 2.18. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.19. The Contractor shall collaborate with the PIH Family Council, meeting monthly, and shall provide services including, but not limited to:
 - 2.19.1. Free child care when meetings are held at the Community Campus, and reimbursement for child care when meetings are held elsewhere.
 - 2.19.2. Activities for families which may include, but are not limited to:
 - 2.19.2.1. Movie nights.
 - 2.19.2.2. Workshops by Parent Information Center.
 - 2.19.2.3. A thank-you luncheon for parents.
 - 2.19.2.4. Three (3) events with Zebra Crossings.
 - 2.19.2.5. A workshop for parents on managing anxiety in children given by a psychologist.
- 2.20. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.21. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which includes, but is not limited to PIH families completing a survey from the State that evaluates client satisfaction and provides feedback for sites.
- 2.22. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions, with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.



Exhibit A

- 2.23. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.23.1. Routine phone or in person meetings, at least monthly.
 - 2.23.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.23.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.24. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly, and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.25. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.25.1. PIH staff orientation.
 - 2.25.2. Database training.
 - 2.25.3. FSC monthly meetings.
 - 2.25.4. Quarterly FSC trainings provided by the State.
 - 2.25.5. Other training, technical assistance, supervision, and evaluation related activities as identified by the Department.
- 2.26. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.27. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.27.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.27.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.
- 2.28. The Contractors shall increase relationships with area grant programs including, but not limited to:
 - 2.28.1. Womenaid.
 - 2.28.2. The Harry Gregg Foundation.
 - 2.28.3. Various diagnosis-specific programs.
- 2.29. The Contractor shall coordinate the distribution of donated items to needy families for the holidays.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.



Exhibit A

- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.



Exhibit A

4.2.5. Future plans or goals.

4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.

5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:

5.2.1. CMS Federal regulations.

5.2.2. HIPAA/HITECH.

5.2.3. RSA 359c.

5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.

5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:

5.4.1. Flash drive.

5.4.2. Disk.

5.4.3. Paper.

5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.

5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

[Handwritten initials]

7/6/17



Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:
Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (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	\$ 46,398.00	\$ -	\$ 46,398.00	\$ -	\$ -	\$ -	\$ 18,025.00	\$ -	\$ 18,025.00
2. Employee Benefits	\$ 8,305.00	\$ -	\$ 8,305.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,000.00	\$ 800.00	\$ 3,800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 800.00
7. Occupancy	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ 180.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00
11. Staff Education and Training	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIH Flex Funds For Families	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
TOTAL	\$ 77,703.00	\$ 8,230.00	\$ 85,933.00	\$ 39,678.00	\$ 8,230.00	\$ 47,908.00	\$ 38,025.00	\$ -	\$ 38,025.00

10.6%

Indirect As A Percent of Direct

Contractor Initials LMW
Date 7/6/17



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.

17/25

7/6/17

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 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

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.



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

WAT

7/6/17



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: Families First of The
Greater Seacoast

7/6/17
Date

Helen B. Tefft
Name: Helen B. Tefft
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: *Familia First of the Greater Seacoast*

7/6/17
Date

Helen B. Teft
Name: *Helen B Teft*
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 (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: Familia First of The Greater Seacoast

7/6/17
Date

Heidi B. Telford
Name: Heidi B. Telford
Title: Executive Director



**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

[Handwritten Signature]

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: Family First of the Greater Seacoast

7/6/17
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

Exhibit G

Contractor Initials HBT

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

Date 7/6/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Family First of the Greater Seacoast

7/6/17
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

HRT

7/6/17



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Familie First of the Greater Seacoast
Name of the Contractor

Christina Santaniello
Signature of Authorized Representative

Helen B. Tift
Signature of Authorized Representative

Christine Santaniello
Name of Authorized Representative

Helen B. Tift
Name of Authorized Representative

Director, BDS
Title of Authorized Representative

Executive Director
Title of Authorized Representative

7/17/17
Date

7/6/17
Date



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

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

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

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

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

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

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

Contractor Name: Family First of the Greater Seacoast

7/6/17
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 858444581
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Region 8
Portsmouth
Brentwood
Deerfield
East Kingston
Epping
Exeter
Fremont
Greenland
Hampton
Hampton Falls
Kensington
Kingston
New Castle
Newfields
Newington
Newmarket
North Hampton
Northwood
Nottingham
Portsmouth
Raymond
Rye
Seabrook
South Hampton
Stratham

State of New Hampshire
Department of State

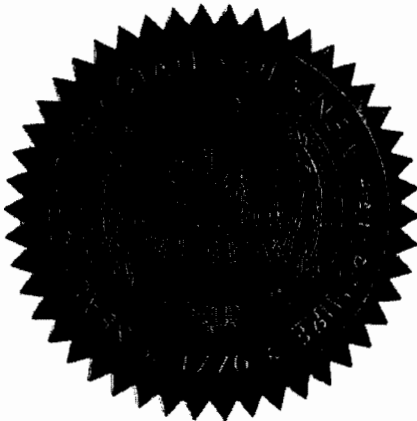
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2016



William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families First of the Greater Seacoast
(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 7/6/17:
(Date)

RESOLVED: That the President / 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 6 day of July, 2017.
(Date Contract Signed)

4. Helew Taft is the duly elected President / Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sawborn
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 6th day of July, 2017.

By Linda Sawborn
(Name of Elected Officer of the Agency)

Suzanne Combs
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/19/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2017

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 Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214		CONTACT NAME: Edward Jackson PHONE (A/C, No, Ext): (603) 926-7655 E-MAIL ADDRESS: edward@tobeymerrill.com FAX (A/C, No): (603) 926-2135	
INSURED Families First of the Greater Seacoast 100 Campus Dr Ste 12 Suite 12 Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity NAIC # 18333 INSURER B: Peerless Insurance Company 24198 INSURER C: Technology Insurance INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL173804804 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 <input type="checkbox"/> OTHER:			BOP8358757	12/29/2016	12/29/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA5375202	12/29/2016	12/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Undennsured motonst \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8353458	12/29/2016	12/29/2017	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3602634	12/29/2016	12/29/2017	<input type="checkbox"/> PER STATUTE <input checked="" 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)

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

DHHS/DCYF 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 Edward Jackson/EJJ
---	---

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Families First

support for families...health care for all

Mission Statement

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

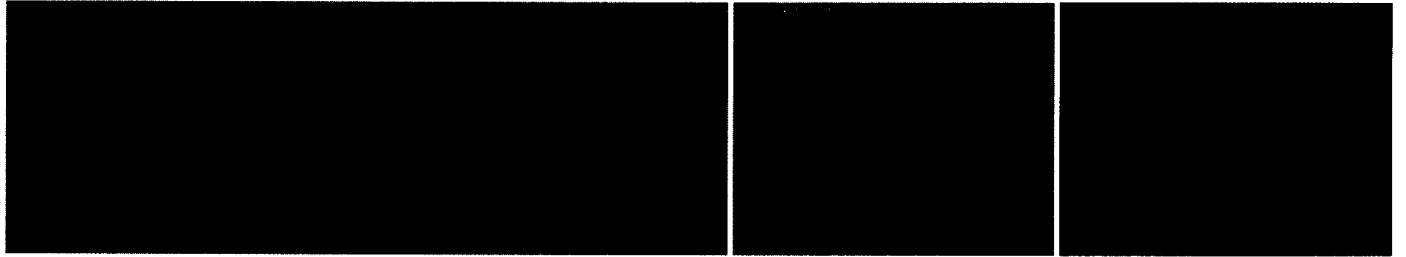
Vision Statement

We envision a strong community that provides fully for the health and well-being of all its members.

Guiding Principles

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.



Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. 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 Families First of the Greater Seacoast as of June 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 9, 2016

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 726,265	\$ 350,670
Patient accounts receivable, less allowance for uncollectible accounts of \$62,155 in 2016 and \$54,489 in 2015	337,248	297,832
Grants receivable	85,670	72,622
Current portion of pledges receivable	197,507	275,467
Other current assets	<u>36,247</u>	<u>26,601</u>
Total current assets	1,382,937	1,023,192
Investments	156,031	99,769
Investment in limited liability company	16,204	-
Assets limited as to use	1,450,076	1,680,036
Property and equipment, net	<u>573,466</u>	<u>418,783</u>
Total assets	<u>\$ 3,578,714</u>	<u>\$ 3,221,780</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 112,479	\$ 52,580
Accrued payroll and related expenses	463,760	313,185
Patient deposits	58,215	47,922
Deferred revenue	<u>35,501</u>	<u>60,200</u>
Total liabilities	<u>669,955</u>	<u>473,887</u>
Net assets		
Unrestricted	1,238,753	915,781
Temporarily restricted	469,319	631,425
Permanently restricted	<u>1,200,687</u>	<u>1,200,687</u>
Total net assets	<u>2,908,759</u>	<u>2,747,893</u>
Total liabilities and net assets	<u>\$ 3,578,714</u>	<u>\$ 3,221,780</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 2,627,125	\$ 2,152,348
Provision for bad debts	<u>(63,508)</u>	<u>(37,705)</u>
Net patient service revenue	2,563,617	2,114,643
Grants and contracts	1,689,549	1,332,274
Contributions	1,003,671	1,348,525
Equity earnings of limited liability company	15,704	-
Other operating revenue	68,811	120,613
Net assets released from restrictions for operations	<u>840,222</u>	<u>1,159,515</u>
Total operating revenue	<u>6,181,574</u>	<u>6,075,570</u>
Operating expenses		
Salaries and benefits	4,389,821	4,121,046
Other operating expenses	1,507,681	1,211,689
Depreciation	83,306	80,984
Interest expense	<u>-</u>	<u>6,666</u>
Total operating expenses	<u>5,980,808</u>	<u>5,420,385</u>
Operating income	<u>200,766</u>	<u>655,185</u>
Non-operating revenue and gains		
Investment income	3,057	2,452
Gain on sale of capital asset	-	34,844
Change in fair value of investments	<u>(5,851)</u>	<u>(3,756)</u>
Total non-operating revenue and gains	<u>(2,794)</u>	<u>33,540</u>
Excess of revenue over expenses	197,972	688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	<u>-</u>	<u>234,118</u>
Increase in unrestricted net assets	<u>\$ 322,972</u>	<u>\$ 922,843</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 197,972	\$ 688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	<u>-</u>	<u>234,118</u>
Increase in unrestricted net assets	<u>322,972</u>	<u>922,843</u>
Temporarily restricted net assets		
Contributions	698,982	750,695
Investment income	25,187	23,575
Change in fair value of investments	(46,053)	(26,114)
Net assets released from restrictions for operations	(840,222)	(1,159,515)
Net assets released for capital acquisition	<u>-</u>	<u>(234,118)</u>
Decrease in temporarily restricted net assets	<u>(162,106)</u>	<u>(645,477)</u>
Change in net assets	160,866	277,366
Net assets, beginning of year	<u>2,747,893</u>	<u>2,470,527</u>
Net assets, end of year	<u>\$ 2,908,759</u>	<u>\$ 2,747,893</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

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	\$ 160,866	\$ 277,366
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	63,508	37,705
Depreciation	83,306	80,984
Equity earnings of limited liability company	(15,704)	-
Gain on sale of capital asset		(34,844)
Restricted contributions for long-term purposes	(125,000)	-
Change in fair value of investments	51,904	29,870
(Increase) decrease in the following assets:		
Patient accounts receivable	(102,924)	(119,498)
Grants receivable	(13,048)	44,794
Pledges receivable	77,960	332,523
Other current assets	(9,646)	7,210
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	59,899	(64,571)
Accrued payroll and related expenses	150,575	921
Patient deposits	10,293	6,949
Deferred revenue	(24,699)	48,420
Net cash provided by operating activities	<u>367,290</u>	<u>647,829</u>
Cash flows from investing activities		
Capital acquisitions	(237,989)	(217,073)
Proceeds from sale of capital asset	-	35,000
Purchase of investments	(28,742)	(363,435)
Proceeds from the sale of investments	<u>150,036</u>	<u>91,555</u>
Net cash used by investing activities	<u>(116,695)</u>	<u>(453,953)</u>
Cash flows from financing activities		
Payments on line of credit	-	(243,849)
Restricted contributions for long-term purposes	<u>125,000</u>	<u>-</u>
Net cash provided (used) by financing activities	<u>125,000</u>	<u>(243,849)</u>
Net increase (decrease) in cash and cash equivalents	375,595	(49,973)
Cash and cash equivalents, beginning of year	<u>350,670</u>	<u>400,643</u>
Cash and cash equivalents, end of year	<u>\$ 726,265</u>	<u>\$ 350,670</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ -</u>	<u>\$ 6,666</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 54,489	\$ 51,984
Provision	63,508	37,705
Write-offs	<u>(55,842)</u>	<u>(35,200)</u>
Balance, end of year	<u>\$ 62,155</u>	<u>\$ 54,489</u>

The increase in provision is primarily due to an increase in patient balances over 120 days old.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,204 and \$- at June 30, 2016 and 2015, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses 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 temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$294,007 and \$147,044 for the years ended June 30, 2016 and 2015, respectively.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the 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 to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 5,202,419	\$ 4,706,160
Administrative and general	621,430	574,957
Fundraising	<u>156,959</u>	<u>139,268</u>
Total	<u>\$ 5,980,808</u>	<u>\$ 5,420,385</u>

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 9, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

2. Investments

Investments, stated at fair value, consisted of the following:

	<u>2016</u>	<u>2015</u>
Long-term investments	\$ 156,031	\$ 99,769
Assets limited as to use	<u>1,450,076</u>	<u>1,541,850</u>
 Total investments	 <u>\$ 1,606,107</u>	 <u>\$ 1,641,619</u>

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of June 30, 2016			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 6,504	-	-	6,504
Mutual funds	<u>1,599,603</u>	-	-	<u>1,599,603</u>
 Total investments	 <u>\$ 1,606,107</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,606,107</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

	<u>Investments at Fair Value as of June 30, 2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	18,248	-	-	18,248
Mutual funds	<u>1,623,371</u>	<u>-</u>	<u>-</u>	<u>1,623,371</u>
 Total investments	 <u>\$ 1,641,619</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,641,619</u>

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Investment income	\$ 3,057	\$ 2,452
Change in fair value of investments	(5,851)	(3,756)
 Restricted net assets		
Investment income	25,187	23,575
Change in fair value of investments	<u>(46,053)</u>	<u>(26,114)</u>
 Total	 <u>\$ (23,660)</u>	 <u>\$ (3,843)</u>

3. Assets Limited as to Use

Assets limited as to use consist of the following:

	<u>2016</u>	<u>2015</u>
Designated by the governing board For future use	\$ 73,142	\$ 212,115
Donor-restricted endowment		
Temporarily restricted earnings	176,247	267,234
Permanently restricted principal	<u>1,200,687</u>	<u>1,200,687</u>
 Total	 <u>\$ 1,450,076</u>	 <u>\$ 1,680,036</u>

Assets limited as to use consisted of the following:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ -	\$ 138,186
Investments	<u>1,450,076</u>	<u>1,541,850</u>
 Total	 <u>\$ 1,450,076</u>	 <u>\$ 1,680,036</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

4. Pledges Receivable

Pledges receivable consisted of the following:

	<u>2016</u>	<u>2015</u>
Scheduled amounts due in:		
Less than one year	\$ <u>197,507</u>	\$ <u>275,467</u>

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

5. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Leasehold improvements	\$ 179,031	\$ 179,031
Furniture, fixtures, and equipment	<u>1,037,550</u>	<u>799,559</u>
Total cost	1,216,581	978,590
Less accumulated depreciation	<u>(643,115)</u>	<u>(559,807)</u>
Property and equipment, net	<u>\$ 573,466</u>	<u>\$ 418,783</u>

6. Line of Credit

The Organization has a \$250,000 line of credit with a local bank through May 1, 2017. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2016 was 3.50%. There was no outstanding balance at June 30, 2016 and 2015.

7. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Unrestricted pledges receivable	\$ 213,711	\$ 275,467
Program services	95,565	88,724
Endowment earnings	<u>176,247</u>	<u>267,234</u>
Total temporarily restricted	<u>\$ 485,523</u>	<u>\$ 631,425</u>
Permanently restricted		
Endowment	<u>\$ 1,200,687</u>	<u>\$ 1,200,687</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

8. Endowments

Interpretation of Relevant Law

There were no board-designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

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 stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted 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, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure 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 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.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

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 Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2016 and 2015.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

Return Objectives and Risk Parameters

The Organization 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 Organization must hold in perpetuity. 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 Organization 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 Organization 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:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2016</u>				
Donor-restricted endowment funds	\$ <u> </u> -	\$ <u>176,247</u>	\$ <u>1,200,687</u>	\$ <u>1,376,934</u>
<u>2015</u>				
Donor-restricted endowment funds	\$ <u> </u> -	\$ <u>267,234</u>	\$ <u>1,200,687</u>	\$ <u>1,467,921</u>

The Organization had the following endowment-related activities:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	\$ -	\$ 267,234	\$ 1,200,687	\$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	<u> </u> -	<u>(70,121)</u>	<u> </u> -	<u>(70,121)</u>
Endowment net assets, June 30, 2016	\$ <u> </u> -	\$ <u>176,247</u>	\$ <u>1,200,687</u>	\$ <u>1,376,934</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2014	\$ -	\$ 336,328	\$ 1,200,687	\$ 1,537,015
Investment return				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(66,555)</u>	<u>-</u>	<u>(66,555)</u>
Endowment net assets, June 30, 2015	<u>\$ -</u>	<u>\$ 267,234</u>	<u>\$ 1,200,687</u>	<u>\$ 1,467,921</u>

9. Patient Service Revenue

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 267,336	\$ 215,538
Medicaid	1,595,264	1,307,387
Third-party payers and private pay	<u>764,525</u>	<u>629,423</u>
Total patient service revenue	<u>\$ 2,627,125</u>	<u>\$ 2,152,348</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare and New Hampshire and Maine Medicaid). Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2014.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$1,222,000 and \$1,661,100 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed \$94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the years ended June 30, 2015.

11. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	<u>2016</u>	<u>2015</u>
Medicare	15 %	11 %
Medicaid	45 %	42 %
Other	<u>40 %</u>	<u>47 %</u>
	<u>100 %</u>	<u>100 %</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2017	\$ 159,973
2018	86,659
2019	<u>7,848</u>
Total	<u>\$ 254,480</u>

Rental expense amounted to \$142,017 and \$133,381 for the years ended June 30, 2016 and 2015, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

Families First Health and Support Center Board of Directors, 2016-2017

	First	Name	Board Position
1	Linda	Sanborn, CPA	Chair
2	Thomas "Tom"	Newbold	Vice Chair
3	Kristen	Hanley	Secretary
4	Mike	Burke, CPA	Treasurer
5	Karin	Bardollar	
6	Lisa	Desiderio	
7	Barbara	Henry	
8	John "Jack"	Jamison	
9	Jo	Jordon	
10	Josephine (Jo)	Lamprey	
11	Patricia	Locuratolo, MD	
12	John	Pelletier	
13	Keri	Ruggiero	
14	Mary	Schleyer	
15	Kathy	Scheu	
16	Dan	Schwarz, Esq.	
17	Peter	Whitman	

PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

QUALIFICATIONS PROFILE

Experience/ Chief Financial Officer: Assure the financial integrity of the agency.

Skills: Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

Computers:

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

Administration:

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

Education: Master Degree in Business Administration, 1989

Southern New Hampshire University – Manchester, New Hampshire

Bachelor of Science Degree in Business Administration-Accounting, 1974

Thomas College – Waterville, Maine

Accomplishments/Strengths:

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

PROFESSIONAL EXPERIENCE

- January 2008 to present** FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Finance Director
- July 2000 to June 2007** INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine
Director of Finance & Administration
An agency that provides residential housing and day programs to adults and children with disabilities.
Accomplishments:
- Streamlined and updated audit procedures to assure successful audits
 - Responsible for smooth computer conversion to Great Plains Solomon accounting software
 - Maintained and increased profits from services
- November 1995 to July 2000** METHODIST CONFERENCE HOME, INC, Rockland, Maine
Finance Manager
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.
Accomplishments:
- Involved in obtaining finance and operating funds to build an upscale senior housing facility
 - Instituted financial administrative policies
 - Obtained line of credit for operations.
 - Computerized the accounting systems
- May 1988 to November 1995** PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine
Partner and Management Consultant
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.
Clientele:
- Small to mid-size business, i.e. food industry and pharmacies
 - Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.
- Accomplishments:
- Increased profits for companies through new financial management policies and procedures.

— *Excellent references are available upon request* —

Georgina T. Clark

Education: Bachelor of Arts in Sociology, Regis College, Weston, MA

Work History

- 7/12-present** ***Family Services Director, Families First***
Oversee all aspects of the Family Center, including program development, reporting, staff supervision and evaluation.
- 7/09-7/12** ***Home-based Programs Coordinator, Families First***
Oversaw Home Visiting New Hampshire and DCFY-funded home-based programs. Provided administrative supervision of staff and reporting requirements. Along with Parenting Programs Coordinator and Family Center Director, provided guidance and support for all Family Center functions.
- 3/02-7/12** ***Family Support Coordinator, Partners in Health at Families First, Portsmouth, NH***
Provided comprehensive, direct support to families who have children with chronic illnesses. Attended school meetings and medical appointments to support parents' advocacy skills. Facilitated Family Council comprised of parents of chronically-ill children. Collaborated with local and state agencies to obtain resources for families.
- 5/00-3/02** ***Project Director, Parent Information Center, Concord, NH***
Directed NH State Improvement Grant focused on building family/school partnerships. Provided technical assistance to parents and professionals on disability awareness and special education law.
- 2/98-11/98** ***Resource Specialist, Parent Information Center, Concord, NH***
Facilitated six week parenting series.
Developed and presented workshops on parenting topics.
Provided community resources and referrals to parents.
- 1/94-11/98** ***Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH***
Prepared and presented written and oral court reports.
Recommended, coordinated and implemented support services for families.
Represented court-involved juveniles at school and mental health assessments.
- 1/91-2/93** ***Office Supervisor, Atlantic Cardiology Associates, Exeter, NH***
Developed filing, billing, and scheduling systems. Trained staff in office systems. Supervised medical records.
- 3/87-1/91** ***Paralegal, Mulvey, Noucas & Cornell, P. A., Portsmouth, NH***
Investigated insurance claims. Researched medical and product liability.
Prepared witness statements, status reports and research memoranda.

Accomplishments

Public Citizen of the Year 2012 awarded by NH Pediatric Society
Certified Mediator, Rockingham County Family Mediation Program
Certified Volunteer, "A Safe Place" - shelter for battered women
Certified Volunteer Educational Advocate for children with disabilities

HELEN B. TAFT

OBJECTIVE: A position as Administrator in the human services or health care fields.

PROFILE:

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

EDUCATION:

University of New Hampshire
Masters of Public Administration, 1989
Certificate of Paralegal Studies, 1982
Smith College
B.A. (Government) 1966

PROFESSIONAL EXPERIENCE:

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Executive Director Dec.1989 – Present
FOUNDATION FOR SEACOAST HEALTH, Portsmouth, N.H
Administrative Intern Jan. -June 1989
HARVEY AND MAHONEY LAW OFFICES, Manchester, NH
Paralegal 1982 -1988

VOLUNTEER LEADERSHIP EXPERIENCE:

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 1972 –1992

President; First Vice-President; Board of Directors; Chair, Long ,Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee

UNITED WAY OF MANCHESTER 1985 -1988

Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee

MANCHESTER LEAGUE OF WOMEN VOTERS 1973 -1978

President; Board of Directors

GREATER SEACOAST UNITED WAY 1997 -1999

Board of Directors

REFERENCES: Furnished upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

6/5/2017

Agency Name: Families First of the Greater Seacoast

Name of Program/Service: Family Support Services for Children and Adolescents with Chronic Health Conditions

BUDGET PERIOD: SFY 17 (7/1/17 - 6/30/18)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract (Excludes Medicaid)
Helen B. Taft, Executive Director	\$107,349	0.00%	\$0.00
David C. Choate, Finance Director	\$78,853	0.00%	\$0.00
Georgina Clark, Family Center Director	\$57,658	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		\$0.00	

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

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-06)


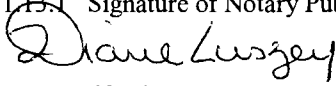
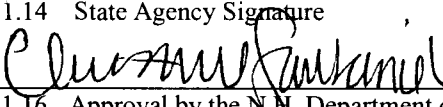
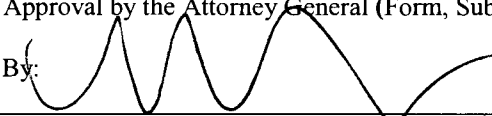
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-459-2701	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra Pelletier - President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 11, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DIANE LUSZEY Notary Public - New Hampshire My Commission Expires October 21, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christina Santaniello, BDS Director	
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>Meg A. Ford - Attorney</u> <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials
Date 7/11/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 6, the Nashua region. The towns associated with Region 6 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

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7/11/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.5.6. Monthly mailing that showcases specific topics, identifies training opportunities, and shares community events and support groups that families may be interested which may include, but are not limited to:
 - 2.5.6.1. Partnering for Strength Conference.
 - 2.5.6.2. Assistive Technology Training.
 - 2.5.6.3. Sibling Support groups.
 - 2.5.6.4. Transition Workshops.
 - 2.5.6.5. "How to Participate in Meetings and Have Your Voice Heard A Family Focused Presentation."
 - 2.5.6.6. The Annual Family Support Conference.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council (PIH Council), to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall meet with the PIH Council on a monthly basis to engage in dialogue specific to family support services, methodology, and for feedback, reaching out in between meetings as needed.
- 2.8. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which includes, but is not limited to:
 - 2.8.1. Offering supportive listening.
 - 2.8.2. Being available to attend IEP or 504 meetings.
 - 2.8.3. Helping families write grants and apply for Medicaid.
 - 2.8.4. Providing feedback from other families that may be helpful.
 - 2.8.5. Coordinating opportunities for respite.
 - 2.8.6. Empowering the family so they are best able to advocate for themselves.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.10. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall refer adolescents to appropriate seminars and programs that promote information on transitioning and independence including, but not limited to:



Exhibit A

- 2.12.1. NH Family Voices.
- 2.12.2. The Yeah! Council.
- 2.12.3. Next Steps NH.
- 2.13. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.14. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.15. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.16. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.17. The Contractor shall provide intake services by:
 - 2.17.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.17.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.17.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.17.3.1. Department Application for Services.
 - 2.17.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.17.3.3. Consent to bill Medicaid if applicable.
 - 2.17.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.17.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.17.4. Determining eligibility per He-M 523 the process of which is:
 - 2.17.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.17.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.17.4.3. The Contractor reviews the completed form.
 - 2.17.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.

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Exhibit A

- 2.17.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
- 2.17.4.6. Eligibility is re-determined annually.
- 2.18. The Contractor shall provide family support services including, but not limited to:
- 2.18.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child
- 2.18.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
- 2.18.2.1. Medical, health, and insurance.
- 2.18.2.2. Community, transition, and independence.
- 2.18.3. Assisting children, young adults, and their families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions as well as accessing services, grants and locating donations of goods.
- 2.18.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.19. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.19.1. Applying interpersonal skills and a strength and asset-based focus with the family.
- 2.19.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
- 2.19.3. Focusing on the strengths of the family and acknowledges their ability to achieve and learn new skills.
- 2.19.4. Applying participatory practices by following the choices of the family which is implemented by:
- 2.19.4.1. Providing families with all information in ways that best match their processing style.
- 2.19.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
- 2.19.4.3. Supporting the family's decisions and cultural needs.
- 2.19.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
- 2.20.1. Routine phone or in person meetings, at least monthly.

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Exhibit A

- 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
- 2.20.3. Corrective Action development and oversight when a FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.22. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.22.1. PIH staff orientation.
 - 2.22.2. Database training.
 - 2.22.3. FSC monthly meetings.
 - 2.22.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department.
- 2.23. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.24. The Contractor shall provide presentations at schools, doctor's offices, and conferences to build their collaborative relationship with community partners.
- 2.25. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.25.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.25.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSC have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.



Exhibit A

- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
- 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).
- 3.3. The Contractor shall employ a full-time Quality Coordinator for the agency who supports quality reviews for all departments and trains on best practices.

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
- 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
- 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.
- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed

[Handwritten Signature]
7/11/17



Exhibit A

- prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
 - 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
 - 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
 - 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
 - 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
 - 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
 - 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.



Exhibit A

- 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
- 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

ABP

7/11/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:
Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301
OR can be emailed to:
Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process

7/11/17



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

SBP
7/11/17

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Gateways Community Services											
Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions											
Budget Period: July 1, 2017-June 30, 2018											
1. Total Salary/Wages	\$ 32,840.00	\$ 3,840.00	\$ 35,680.00	\$ 19,940.00	\$ 3,840.00	\$ 23,380.00	\$ 13,300.00	\$ 13,300.00	\$ -	\$ -	\$ 13,300.00
2. Employee Benefits	\$ 11,752.00	\$ 1,343.00	\$ 13,095.00	\$ 7,097.00	\$ 1,343.00	\$ 8,440.00	\$ 4,655.00	\$ 4,655.00	\$ -	\$ -	\$ 4,655.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 885.00	\$ -	\$ 885.00	\$ 885.00	\$ -	\$ 885.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 4,408.00	\$ 4,408.00	\$ -	\$ 4,408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 300.00	\$ -	\$ 300.00	\$ 230.00	\$ -	\$ 230.00	\$ 70.00	\$ 70.00	\$ -	\$ -	\$ 70.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex Funds	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Funded Family Assistance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Agency in Kind	\$ -	\$ (4,408.00)	\$ (4,408.00)	\$ -	\$ (4,408.00)	\$ -	\$ (4,408.00)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 77,577.00	\$ 6,483.00	\$ 84,060.00	\$ 39,552.00	\$ 6,483.00	\$ 46,035.00	\$ 38,025.00	\$ 38,025.00	\$ -	\$ -	\$ 38,025.00

Indirect As A Percent of Direct 8.4%

Contractor Initials *ABP*
Date *7/14/17*



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.

ABP

7/11/17



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

SBF
Date 7/11/17



- 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.

SLP
7/11/17



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, 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]
7/14/17



- 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:

7/11/17
Date


Name: Sandra Pelletier
Title: President/CEO

Contractor Initials 
Date 7/11/17



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:

7/11/17
Date

Sandra Pelletier
Name: Sandra Pelletier
Title: President/CEO



**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]
7/11/17



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:

7/11/17
Date


Name: Sandra Pelletier
Title: President/CEO

Contractor Initials SBP
Date 7/11/17



**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



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:

7/11/17
Date

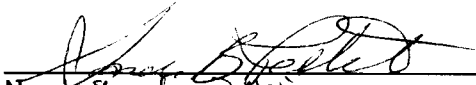

Name: Sandra Pelletier
Title: President/CEO

Exhibit G

Contractor Initials SBP

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

Date 7/11/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/11/17
Date

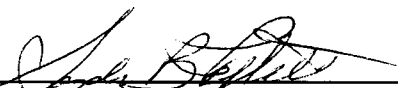

Name: Sandra Pelletier
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

Handwritten signature in black ink, appearing to be 'ABP'.



Exhibit I

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

BP
7/11/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

Handwritten signature of the contractor, appearing to be "ABP".



Exhibit I

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

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

Department of Health and Human Services
The State

Christina Santaniello
Signature of Authorized Representative

Christina Santaniello
Name of Authorized Representative

BDS Director
Title of Authorized Representative

7/17/17
Date

Area Agency of Greater Nashua, Inc.
DBA Gateways Community Services
Name of the Contractor

Sandra Pelletier
Signature of Authorized Representative

Sandra Pelletier
Name of Authorized Representative

President/CEO
Title of Authorized Representative

7/11/17
Date



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

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

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

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

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

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

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

Contractor Name:

7/11/17
Date _____


Name: Sandra Pelletier
Title: President/CEO



FORM A

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

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

 NO X YES

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

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

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

 NO X YES

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

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

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

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

Region 6
Nashua
Amherst
Brookline
Hollis
Hudson
Litchfield
Mason
Merrimack
Milford
Mont Vernon
Nashua
Wilton

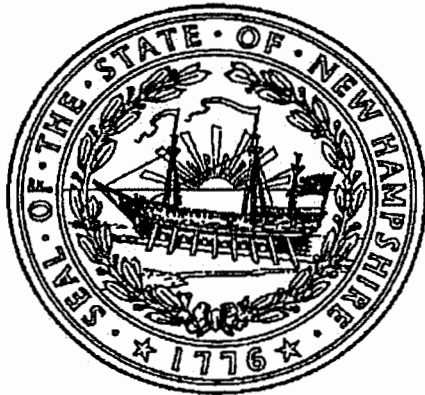
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. 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: 74294



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 August A.D. 2017.

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

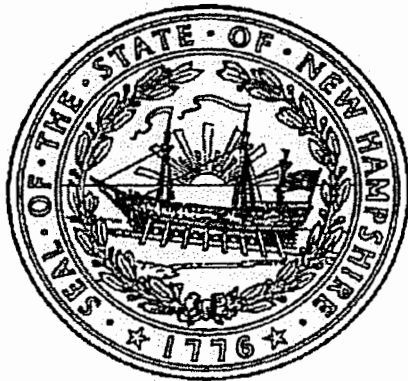
William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. 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: 593338



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, MARK M. THORNTON, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 29, 2017
(Date)

RESOLVED: That the Sandra Pelletier
(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 11th day of July, 2017.
(Date Contract Signed)

4. Sandra Pelletier is the duly elected President/CEC
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark M. Thornton
(Signature of the Elected Officer)

STATE OF NH

County of Hillsborough

The forgoing instrument was acknowledged before me this 11th day of July, 2017.

By Mark Thornton
(Name of Elected Officer of the Agency)

Diane Luszey
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

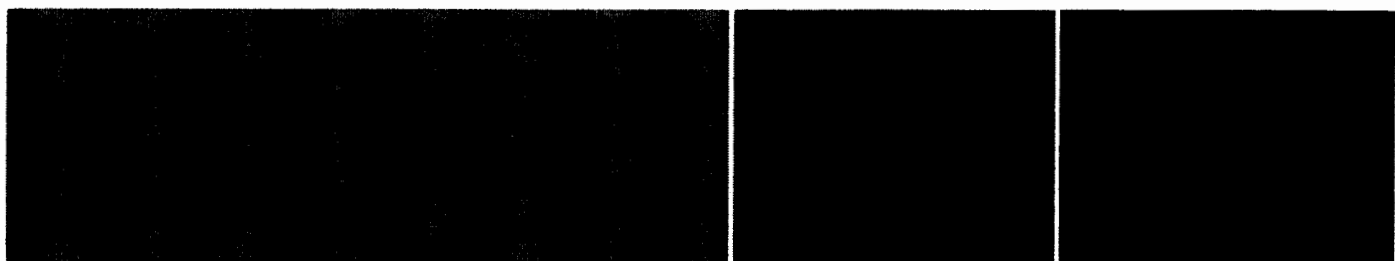
Commission Expires: _____

DIANE LUSZEY
Notary Public - New Hampshire
My Commission Expires October 21, 2020



Mission

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



CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, functional revenue and support, 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 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 from material misstatement.

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

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

Basis for Qualified Opinion

As disclosed in Note 6 to the consolidated financial statements, the Organization has excluded the financial statements of The PLUS Company, Inc. from the accompanying consolidated financial statements. In accordance with U.S. GAAP, consolidation of related organizations is required when common control and economic dependency exists. At June 30, 2015, both of these criteria existed between the Organization and the PLUS Company, Inc. At June 30, 2016, common control no longer exists and consolidation is not required.

Unmodified Opinion on 2016 and Qualified Opinion on 2015

In our opinion, except for the the effects in the 2015 consolidated financial statements of the matter described in the *Basis for Qualified Opinion* paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 26, 2016

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

Consolidated Statements of Financial Position

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
Current assets		
Cash	\$ 1,320,957	\$ 2,950,855
Client accounts	477,809	453,825
Accounts receivable, net of allowance for doubtful accounts of \$43,784 and \$21,108 in 2016 and 2015, respectively	5,403,268	4,311,590
Prepaid expenses and other current assets	<u>155,414</u>	<u>167,855</u>
Total current assets	7,357,448	7,884,125
Property and equipment, net	2,578,755	2,446,503
Deposits	78,557	78,557
Beneficial interest in a perpetual trust	<u>31,776</u>	<u>33,046</u>
Total assets	<u>\$ 10,046,536</u>	<u>\$ 10,442,231</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 63,221	\$ 59,875
Accounts payable	2,326,049	2,939,239
Accrued expenses and other current liabilities	723,567	497,655
Deferred revenue	1,456,342	1,581,098
Client accounts	<u>477,809</u>	<u>453,825</u>
Total current liabilities	5,046,988	5,531,692
Long-term debt, net of current portion	<u>669,105</u>	<u>730,309</u>
Total liabilities	<u>5,716,093</u>	<u>6,262,001</u>
Net assets		
Unrestricted	4,306,772	4,156,678
Temporarily restricted	<u>23,671</u>	<u>23,552</u>
Total net assets	<u>4,330,443</u>	<u>4,180,230</u>
Total liabilities and net assets	<u>\$ 10,046,536</u>	<u>\$ 10,442,231</u>

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

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

Consolidated Statements of Activities

For the Years Ended June 30, 2016 and 2015

	2016			2015		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenue and support						
Medicaid	\$ 38,399,302	\$ -	\$38,399,302	\$ 36,812,472	\$ -	\$ 36,812,472
New Hampshire Department of Developmental Services	1,057,089	-	1,057,089	782,158	-	782,158
Contributions and grants	3,037,012	20,600	3,057,612	1,578,028	15,780	1,593,808
Client fees	160,115	-	160,115	187,691	-	187,691
Adult day service program	210,135	-	210,135	226,758	-	226,758
Rental income	38,460	-	38,460	45,830	-	45,830
Other revenues	325,119	-	325,119	353,358	-	353,358
The PLUS Company, Inc. services	131,996	-	131,996	131,996	-	131,996
United Way	14,489	-	14,489	10,193	-	10,193
Third party insurance	827,797	-	827,797	605,133	-	605,133
Production sales and service	171,350	-	171,350	156,158	-	156,158
Net assets released from restrictions	20,481	(20,481)	-	10,744	(10,744)	-
Total revenue and support	44,393,345	119	44,393,464	40,900,519	5,036	40,905,555
Operating expenses						
Program services						
Adult services	34,775,015	-	34,775,015	32,844,463	-	32,844,463
Children services	3,475,254	-	3,475,254	3,167,931	-	3,167,931
Elder services	3,552,947	-	3,552,947	2,310,961	-	2,310,961
Total program services	41,803,216	-	41,803,216	38,323,355	-	38,323,355
Supporting services						
General management	2,333,377	-	2,333,377	2,106,761	-	2,106,761
Fundraising	106,658	-	106,658	92,126	-	92,126
Total supporting services	2,440,035	-	2,440,035	2,198,887	-	2,198,887
Total operating expenses	44,243,251	-	44,243,251	40,522,242	-	40,522,242
Change in net assets	150,094	119	150,213	378,277	5,036	383,313
Net assets, beginning of year	4,156,678	23,552	4,180,230	3,778,401	18,516	3,796,917
Net assets, end of year	<u>\$ 4,306,772</u>	<u>\$ 23,671</u>	<u>\$ 4,330,443</u>	<u>\$ 4,156,678</u>	<u>\$ 23,552</u>	<u>\$ 4,180,230</u>

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

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

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2016

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency Revenues</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Services</u>
Medicaid	\$ -	\$ -	\$ 35,780,968	\$ 2,027,387	\$ 590,947	\$ 38,399,302	\$ -	\$ -	\$ 38,399,302
New Hampshire Department of Developmental Services	-	-	309,160	747,929	-	1,057,089	-	-	1,057,089
Contributions and grants	-	37,583	21,513	118,492	2,880,024	3,057,612	-	-	3,057,612
Client fees	-	-	160,115	-	-	160,115	-	-	160,115
Adult day service program	-	-	-	-	210,135	210,135	-	-	210,135
Rental income	-	-	38,460	-	-	38,460	388,188	(388,188)	38,460
Other revenues	717	-	183,773	89,370	51,199	325,059	60	-	325,119
The PLUS Company, Inc. service	125,028	11	1,314	5,562	81	131,996	-	-	131,996
United Way	-	-	1,795	-	12,694	14,489	-	-	14,489
Third party insurance	-	-	-	827,797	-	827,797	-	-	827,797
Production sales and service	48,528	-	41,604	81,218	-	171,350	-	-	171,350
Management fees	-	-	77,106	-	-	77,106	-	(77,106)	-
Total revenue and support	<u>\$ 174,273</u>	<u>\$ 37,594</u>	<u>\$ 36,615,808</u>	<u>\$ 3,897,755</u>	<u>\$ 3,745,080</u>	<u>\$ 44,470,510</u>	<u>\$ 388,248</u>	<u>\$ (465,294)</u>	<u>\$ 44,393,464</u>

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

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

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2015

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency Revenues</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Services</u>
Medicaid	\$ -	\$ -	\$ 33,936,152	\$ 2,248,585	\$ 627,735	\$ 36,812,472	\$ -	\$ -	\$ 36,812,472
New Hampshire Department of Developmental Services	-	-	355,882	426,276	-	782,158	-	-	782,158
Contributions and grants	-	39,677	23,342	109,106	1,421,683	1,593,808	-	-	1,593,808
Client fees	-	-	184,648	3,043	-	187,691	-	-	187,691
Adult day service program	-	-	-	-	226,758	226,758	-	-	226,758
Rental income	-	-	45,830	-	-	45,830	383,688	(383,688)	45,830
Other revenues	1,680	287	120,403	65,079	118,988	306,437	46,921	-	353,358
The PLUS Company, Inc. services	131,996	-	-	-	-	131,996	-	-	131,996
United Way	-	-	1,077	-	9,116	10,193	-	-	10,193
Third party insurance	-	-	-	605,133	-	605,133	-	-	605,133
Production sales and service	44,550	-	40,638	70,970	-	156,158	-	-	156,158
Management fees	-	-	77,016	-	-	77,016	-	(77,016)	-
Total revenue and support	<u>\$ 178,226</u>	<u>\$ 39,964</u>	<u>\$ 34,784,988</u>	<u>\$ 3,528,192</u>	<u>\$ 2,404,280</u>	<u>\$ 40,935,650</u>	<u>\$ 430,609</u>	<u>\$ (460,704)</u>	<u>\$ 40,905,555</u>

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

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

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2016

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,222,203	\$ 37,142	\$ 3,068,912	\$ 1,942,051	\$ 1,813,111	\$ 8,083,419	\$ -	\$ -	\$ 8,083,419
Contract staff	82,830	1	11,195	23	5	94,054	-	-	94,054
Employee benefits	347,961	8,830	577,370	359,236	139,065	1,432,462	-	-	1,432,462
Payroll taxes	89,554	2,823	228,938	146,070	137,623	605,008	-	-	605,008
Total payroll and related expenses	<u>1,742,548</u>	<u>48,796</u>	<u>3,886,415</u>	<u>2,447,380</u>	<u>2,089,804</u>	<u>10,214,943</u>	<u>-</u>	<u>-</u>	<u>10,214,943</u>
Other expenses									
Client treatment services	-	-	386,410	570,416	492	957,318	-	-	957,318
Professional fees	363,546	3,347	512,295	78,622	415,458	1,373,268	6,804	(6,804)	1,373,268
Staff development and training	20,345	4,578	125,151	23,663	2,694	176,431	-	-	176,431
Rent and mortgage interest	21,552	978	361,528	31,562	88,990	504,610	30,560	(388,188)	146,982
Other occupancy costs	-	-	-	-	-	-	32,945	-	32,945
Utilities	4,701	213	25,446	6,884	1,569	38,813	911	-	39,724
Repair and maintenance	4,225	237	70,441	7,651	1,744	84,298	175,545	(70,302)	189,541
Office, building and household	50,868	1,095	39,789	17,238	7,139	116,129	1,734	-	117,863
Equipment rental	19,251	296	35,320	9,739	4,149	68,755	-	-	68,755
Advertising	1,347	9,386	9,650	2,217	736	23,336	-	-	23,336
Communications	6,621	233	24,644	5,612	4,584	41,694	369	-	42,063
Transportation	-	1,123	182,546	49,467	10,252	243,388	4,316	-	247,704
Client services	15,668	137	378,889	120,046	919,439	1,418,410	-	-	1,418,410
Insurance	84,583	36,035	16,304	4,411	1,384	37,904	14,447	-	52,351
Other	-	-	28,613,155	80,912	7,755	332,539	73	-	332,612
Subcontractor	-	-	-	8,721	-	28,621,876	-	-	28,621,876
Total other expenses	<u>592,707</u>	<u>57,694</u>	<u>30,904,822</u>	<u>1,017,161</u>	<u>1,466,385</u>	<u>34,038,769</u>	<u>267,704</u>	<u>(465,294)</u>	<u>33,841,179</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,335,255	106,490	34,791,237	3,464,541	3,556,189	44,253,712	267,704	(465,294)	44,056,122
Depreciation	2,007	345	41,515	16,474	2,543	62,884	124,245	-	187,129
Area Agency Properties expense allocation	20,763	946	308,536	30,786	30,918	391,949	(391,949)	-	-
Elimination allocation	(24,648)	(1,123)	(366,273)	(36,547)	(36,703)	(465,294)	-	465,294	-
Total operating expenses	<u>\$ 2,333,377</u>	<u>\$ 106,658</u>	<u>\$ 34,775,015</u>	<u>\$ 3,475,254</u>	<u>\$ 3,552,947</u>	<u>\$ 44,243,251</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 44,243,251</u>

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

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

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2015

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,197,804	\$ 33,507	\$ 3,049,829	\$ 1,689,141	\$ 1,162,359	\$ 7,132,640	\$ -	\$ -	\$ 7,132,640
Contract staff	94,958	5	18,525	1,736	51	115,275	-	-	115,275
Employee benefits	330,361	7,816	558,128	291,992	135,773	1,324,070	-	-	1,324,070
Payroll taxes	85,336	2,519	229,243	127,844	88,455	533,397	-	-	533,397
Total payroll and related expenses	<u>1,708,459</u>	<u>43,847</u>	<u>3,855,725</u>	<u>2,110,713</u>	<u>1,386,638</u>	<u>9,105,382</u>	<u>-</u>	<u>-</u>	<u>9,105,382</u>
Other expenses									
Client treatment services	1,579	73	457,623	745,182	615,168	1,819,625	-	-	1,819,625
Professional fees	244,988	845	491,420	107,405	152,035	996,693	6,714	(6,714)	996,693
Staff development and training	20,879	6,386	257,576	14,274	2,709	301,824	-	-	301,824
Rent and mortgage interest	21,317	941	353,799	31,431	89,196	496,684	31,186	(383,688)	144,182
Other occupancy costs	-	-	-	-	-	-	37,562	-	37,562
Utilities	4,940	218	26,331	7,283	2,267	41,039	294	-	41,333
Repairs and maintenance	5,593	221	67,699	7,368	2,294	83,175	200,388	(70,302)	213,261
Office, building and household	25,626	184	31,507	13,419	6,784	77,520	59	-	77,579
Equipment rental	20,645	330	39,932	11,754	5,266	77,927	-	-	77,927
Advertising	4,135	2,633	7,536	2,665	719	17,688	-	-	17,688
Communications	11,548	303	24,238	7,054	4,800	47,943	366	-	48,309
Transportation	5,580	2,722	185,377	37,684	12,436	243,799	4,313	-	248,112
Client services	-	-	323,397	9,065	21,258	353,720	-	-	353,720
Insurance	29,882	197	23,768	6,574	2,671	63,092	13,723	-	76,815
Other	-	33,161	280,349	54,046	8,185	375,741	87	-	375,828
Subcontractor	-	-	26,444,379	-	-	26,444,379	-	-	26,444,379
Total other expenses	<u>396,712</u>	<u>48,214</u>	<u>29,014,931</u>	<u>1,055,204</u>	<u>925,788</u>	<u>31,440,849</u>	<u>294,692</u>	<u>(460,704)</u>	<u>31,274,837</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,105,171	92,061	32,870,656	3,165,917	2,312,426	40,546,231	294,692	(460,704)	40,380,219
Depreciation	4,914	210	25,669	7,016	2,184	39,993	102,030	-	142,023
Area Agency Properties expense allocation	20,613	902	321,565	31,017	22,625	396,722	(396,722)	-	-
Elimination allocation	(23,937)	(1,047)	(373,427)	(36,019)	(26,274)	(460,704)	-	460,704	-
Total operating expenses	<u>\$ 2,106,761</u>	<u>\$ 92,126</u>	<u>\$32,844,463</u>	<u>\$ 3,167,931</u>	<u>\$ 2,310,961</u>	<u>\$ 40,522,242</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,522,242</u>

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

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

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 43,176,891	\$ 40,188,872
Cash paid to suppliers and employees	(44,395,090)	(39,480,926)
Interest received	1,409	1,614
Interest paid	<u>(35,869)</u>	<u>(38,744)</u>
Net cash (used) provided by operating activities	<u>(1,252,659)</u>	<u>670,816</u>
Cash flows from investing activities		
Change in deposits	-	(22,339)
Proceeds from disposition of property and equipment	31,700	-
Acquisition of property and equipment	<u>(351,081)</u>	<u>(270,191)</u>
Net cash used by investing activities	<u>(319,381)</u>	<u>(292,530)</u>
Cash flows from by financing activities		
Payments on long-term debt	<u>(57,858)</u>	<u>(55,711)</u>
Net (decrease) increase in cash and cash equivalents	<u>(1,629,898)</u>	<u>322,575</u>
Cash, beginning of year	<u>2,950,855</u>	<u>2,628,280</u>
Cash, end of year	<u>\$ 1,320,957</u>	<u>\$ 2,950,855</u>
Reconciliation of change in net assets to net cash (used) provided by operating activities		
Change in net assets	\$ 150,213	\$ 383,313
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	187,129	142,023
Loss on disposal of property and equipment	-	6,593
Change in beneficial interest in a perpetual trust	1,270	(287)
Change in assets and liabilities		
Increase in accounts receivable	(1,080,976)	(941,052)
Decrease in prepaid expenses and other current assets	1,739	136,799
(Decrease) in accounts payable	(613,190)	819,825
Increase (decrease) in accrued expenses and other current liabilities	225,912	(102,668)
Decrease (increase) in deferred revenue	<u>(124,756)</u>	<u>226,270</u>
Net cash (used) provided by operating activities	<u>\$ (1,252,659)</u>	<u>\$ 670,816</u>

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

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

Nature of Activities

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

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

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Use of Estimates

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

Basis of Presentation

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

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2016 and 2015, the Organization had no permanently restricted net assets.

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

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

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

Income Taxes

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

Cash

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

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$43,784 and \$21,108 was recognized at June 30, 2016 and 2015, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

Property and Equipment

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

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

Deferred Revenue

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

Functional Allocation of Expenses

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 26, 2016, which is the date that the consolidated financial statements were available to be issued.

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land and improvements	\$ 604,520	\$ 521,520
Building improvements	3,464,880	3,196,800
Vehicles	14,452	14,452
Equipment and furniture	<u>510,648</u>	<u>542,348</u>
	4,594,500	4,275,120
 Less accumulated depreciation	 <u>2,015,745</u>	 <u>1,828,617</u>
	 <u>\$ 2,578,755</u>	 <u>\$ 2,446,503</u>

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

3. Line of Credit

The Organization has an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (3.50% at June 30, 2016). The Organization maintained no outstanding balance at June 30, 2016 and 2015. The line of credit is due for renewal on February 28, 2018.

4. Long-Term Debt

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

	<u>2016</u>	<u>2015</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.37%, through May 2018 at which time a balloon payment for the balance will be due; collateralized by real estate.	\$ 442,299	\$ 461,254
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	145,157	168,037
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>144,870</u>	<u>160,893</u>
	732,326	790,184
Less current portion	<u>(63,221)</u>	<u>(59,875)</u>
Long-term debt, net of current portion	<u>\$ 669,105</u>	<u>\$ 730,309</u>

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

2017	\$	63,221
2018		463,511
2019		44,214
2020		46,055
2021		47,973

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2016.

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

5. Concentration of Credit Risk

For the years ended June 30, 2016 and 2015, 86% and 90%, respectively, of revenue and support of the Organization was derived through contracts with the State of New Hampshire's Medicaid program. As of June 30, 2016 and 2015, accounts receivable due from the State of New Hampshire's Medicaid Program was 63% and 72%, respectively.

6. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. Gateways provides approximately 64% of revenues generated by PLUS, making PLUS financially dependent on the Organization.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2015, both of these criteria were met between the Organization and the PLUS Company, Inc. At June 30, 2016, as a result of changes in board composition, common control no longer exists. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2016 is allowed but not required. The Organization's general purpose consolidated financial statements include the accounts of Plus because it was deemed to provide a more meaningful presentation.

The following is summarized financial data of PLUS:

	<u>2016</u>	<u>2015</u>
Total assets	\$ <u>3,823,669</u>	\$ <u>3,642,802</u>
Total liabilities	\$ 2,275,357	\$ 2,134,495
Total net assets	<u>1,548,312</u>	<u>1,508,307</u>
Total liabilities and net assets	\$ <u>3,823,669</u>	\$ <u>3,642,802</u>
Total revenue and support	\$12,027,197	\$11,829,806
Total operating expenses	<u>11,987,192</u>	<u>11,448,295</u>
Change in net assets	\$ <u>40,005</u>	\$ <u>381,511</u>
Due to PLUS included in accounts payable	\$ <u>496,154</u>	\$ <u>784,828</u>
PLUS services support included in subcontractor expense	\$ <u>8,450,686</u>	\$ <u>8,039,403</u>

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

7. Retirement Plan

On August 1, 2012, the Organization adopted a qualified 403(b) retirement plan (the Plan). The Plan covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. The matching contributions charged to operations for the plan were \$63,763 and \$72,206 for the years ended June 30, 2016 and 2015, respectively.

8. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling their mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$447,000 at June 30, 2016 and \$465,000 at June 30, 2015.

The Organization is also a beneficiary of an agency endowment fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2016 and 2015, the estimated value of the future distributions from the agency fund in the amount of \$31,776 and \$33,046, respectively, is included in the consolidated statements of financial position as beneficial interest in perpetual trust.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in the years ended June 30, 2016 and 2015.

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

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

9. Fair Value Measurements

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

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

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

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

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

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of depreciation of \$1,270 and appreciation of \$287 for the years ended June 30, 2016 and 2015, respectively.

GATEWAYS COMMUNITY SERVICES

BOARD OF DIRECTORS

Updated February 28, 2017

Edgar R. Carter – Chair
Helen Honorow – Vice Chair
Mark Thornton* – Secretary
Joe Gamache* – Treasurer

Bob Corcoran*
Jim McKenna
Rich Pietravalle*
Lou Primmer*
Marc Sadowsky
James Testaverde*
Leah Brokhoff
Peggy Gilmour
Tim McMahon*
Lauren Primmer*
Lisa Scheib
Parker Thornton*
Kim Craffey
Jim Moran*
Sharron Rowlett-Moore

**indicates consumer*

SANDRA B. PELLETIER

Gateways Community Services | 144 Canal Street, Nashua, NH 03064 | 603-882-6333
spelletier@gatewayscs.org | www.gatewayscs.org

PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

Leadership New Hampshire Certificate	1994
Intensive 10-month statewide leadership development program (seminar format)	
Antioch College Management Institute, Keene, NH Certificate	1983
Management of Non-Profit Agencies	
University of New Hampshire, Durham, NH M.Ed.	1979
University of Maine, Orono, ME B.A	1977
Summa cum Laude, Phi Beta Kappa	

PERSONAL AWARDS

25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement in the area of developmental services	2003
“Citizen of the Year” designate, The PLUS Company, Nashua, NH	2001
Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club	1991
Recipient, “Distinguished Service Award in the field of Developmental Disabilities”	1989

CORPORATE AWARDS

Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services by the Center on Human Policy, Syracuse University	2012
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

EXPERIENCE

Gateways Community Services, Nashua, NH President/CEO	1983 – Present
Oversees a \$50 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars.	

BOARD MEMBERSHIPS

SHARE Organization	2015 – Present
New Futures	2015 – Present
Rotary of Nashua West	2002 – Present
The PLUS Company, Nashua, NH	1996 – Present
CSNI, Concord, NH (founding Board Chair)	1995 – Present
Regional Special Education Consortium, Amherst, NH	1992 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2016

TIMOTHY A. LEACH, C.P.A.

CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

Expertise and knowledge in financial areas such as:

- | | | |
|-------------------------------------|-----------------------------|---------------------|
| - Certified Public Accountant | - Audits/Internal Controls | - Policy Design |
| - International Operations | - Finance/Fiscal Operations | - Budgeting |
| - Strategic/Organizational Planning | - Revenue Recognition | - Corporate Tax |
| - Foreign Currency Translations | - System Implementation | - Staff Development |
| - Consolidated Financials | - Procurement of Goods | - Asset Management |

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

TIMOTHY A. LEACH, C.P.A.

PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – Present

Chief Financial Officer

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003

Senior Finance Manager

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989 – 2000

Accounting Manager

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988 – 1989

Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,
Volunteer – Nashua Soup Kitchen

GATEWAYS COMMUNITY SERVICES

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandra Pelletier	President/CEO	\$167,092.00	0.00%	\$0.00
Timothy Leach	CFO	\$104,754.00	0.00%	\$0.00

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-07)

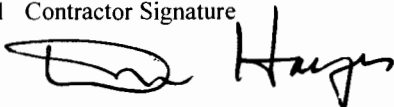
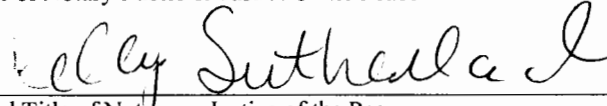
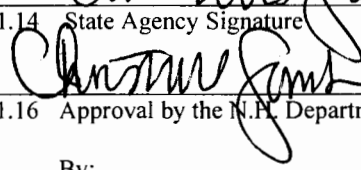
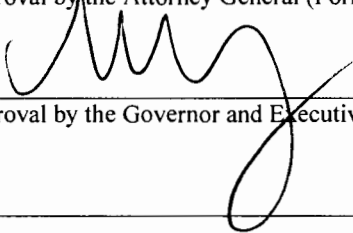
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-1304	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Don Hayes, President	
1.13 Acknowledgement: State of New Hampshire <i>New Hampshire</i> , County of <i>Cheshire</i> On <i>July 7, 2017</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]		KELLY SUTHERLAND, Notary Public My Commission Expires October 7, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Christine Santaniello			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director Date: <i>7/17/17</i>	
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. [unclear] Attorney 7/31/17</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

Contractor Initials DB/16
Date 7-7-17

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 DEH
Date 7-7-17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 5, the Keene region. The towns associated with Region 5 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

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Date 7-7-17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Motivational interviewing.
- 2.5.6. Communication with families regarding local and state-wide conferences, trainings, and events that could provide useful, ongoing information and interaction.
- 2.5.7. Maintain contact with families in the ways that best fit the individual family/young adult including, but not limited to:
 - 2.5.7.1. Home visits.
 - 2.5.7.2. Attending community meetings with the family/young adult.
 - 2.5.7.3. Email.
 - 2.5.7.4. Telephone calls.
 - 2.5.7.5. Mailings.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the PIH Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families, which includes but is not limited to:
 - 2.7.1. Sharing educational opportunities and supporting access regarding their rights and needs.
 - 2.7.2. Offering supportive listening.
 - 2.7.3. Being available to attend IEP or 504 meetings.
 - 2.7.4. Helping families write grants and apply for Medicaid.
 - 2.7.5. Providing feedback from other families that may be helpful.
 - 2.7.6. Coordinating opportunities for respite.
 - 2.7.7. Empowering the family so they are best able to advocate for themselves.
 - 2.7.8. Assisting in educating school nurses and other support staff.
 - 2.7.9. Collaborating with social workers and Care Coordinators.
 - 2.7.10. Encouraging training for youth and parents regarding advocacy and special education rights.
- 2.8. The Contractor shall assist families/young adults as needed with:
 - 2.8.1. Grant applications.
 - 2.8.2. Locating and initiating support groups.
 - 2.8.3. Transportation.
 - 2.8.4. Educational conferences and workshops.
 - 2.8.5. Understanding insurance and public assistance benefits.

ASLH

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Exhibit A

- 2.8.6. Funding for medical expenses not covered by insurance.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.10. The Contractor shall meet with the PIH Council on a monthly basis to engage in dialogue specific to family support services, methodology, and for feedback, reaching out in between meetings as needed.
- 2.11. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.12. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition by:
- 2.12.1. Using the Transition Readiness Assessment – a tool developed by NH Family Voices (NHFV) and, as of January, 2017, a required planning element with youth and their families beginning at age fourteen (14).
 - 2.12.2. Providing respite funds, support of education and training opportunities, emotional and technical support, and resource identification.
- 2.13. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence,
- 2.14. The Contractor shall offer respite services to provide additional support to parents and their children.
- 2.15. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, the stakeholder group, and community partners.
- 2.16. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff as requested and required.
- 2.17. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which shall include, but not be limited to developing a strategic plan which targets the following five (5) areas:
- 2.17.1. Family Strategies.
 - 2.17.2. Relationships.
 - 2.17.3. Community Awareness.
 - 2.17.4. Employment.
 - 2.17.5. Workforce Development.
- 2.18. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.19. The Contractor shall provide intake services by:

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- 2.19.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
- 2.19.2. Describing services, program materials, relevant resources, and providing contact information.
- 2.19.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.19.3.1. Department Application for Services.
 - 2.19.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.19.3.3. Consent to bill Medicaid if applicable.
 - 2.19.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.19.3.5. Authorization for Use or Disclosure of Protected Health Information.
- 2.19.4. Determining eligibility per He-M 523 the process of which is:
 - 2.19.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.19.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.19.4.3. The Contractor reviews the completed form.
 - 2.19.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.19.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.19.4.6. Eligibility is re-determined annually.
- 2.20. The Contractor shall provide family support services including, but not limited to:
 - 2.20.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.20.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.20.2.1. Medical, health, and insurance.
 - 2.20.2.2. Community, transition, and independence
 - 2.20.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.

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Exhibit A

- 2.20.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.21. The Contractor shall assist the child/youth and their family with meeting goals by:
 - 2.21.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.21.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.21.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.21.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.21.4.1. Providing families with all information in ways that best match their processing style.
 - 2.21.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.21.4.3. Supporting the family's decisions and cultural needs.
 - 2.21.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.22. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
 - 2.22.1. Routine phone or in person meetings, at least monthly.
 - 2.22.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.22.3. Corrective Action development and oversight when a PIH Coordinator does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.23. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to share best practices, areas of concern, and regulations for the implementation of services.
- 2.24. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.24.1. PIH staff orientation.
 - 2.24.2. Database training.
 - 2.24.3. FSC monthly meetings.
 - 2.24.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.25. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.

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Exhibit A

- 2.26. The Contractor shall collaborate with community partners including, but not limited to:
 - 2.26.1. Local physicians and family and pediatric practices.
 - 2.26.2. Managed Care Organizations (MCO) care coordinators and medical home care coordinators for families/young adults.
 - 2.26.3. Local schools.
 - 2.26.4. Impact Monadnock - birth to 5 project.
 - 2.26.5. Home Health, Hospice, and Community Services.
 - 2.26.6. Monadnock Developmental Services Family Council.
 - 2.26.7. Keene Housing Authority.
 - 2.26.8. Southwest Community Services.
 - 2.26.9. Monadnock United Way.
 - 2.26.10. Monadnock Area Community Coordinated Transportation.
- 2.27. The Coordinator shall provide families/young adults with a quarterly newsletter, "The Clipboard", that includes, but is not limited to:
 - 2.27.1. State and local resources.
 - 2.27.2. Agency updates.
 - 2.27.3. An article featuring Partners in Health activities.
- 2.28. The Contractor shall provide logistical support when possible to encourage families/young adults to attend relevant training which may include, but is not limited to:
 - 2.28.1. Child and Family Collaboration Conference.
 - 2.28.2. Leadership training through UNH- IOD.
 - 2.28.3. PIC workshops - IEP, 504 plans, transition.
 - 2.28.4. NH Family Voices Workshop- How to Participate in Meetings and Have Your Voice Heard.
 - 2.28.5. Youth advocacy conferences and training.
 - 2.28.6. Peer mentoring and support groups.
 - 2.28.7. Parent to parent connections.
- 2.29. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.29.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.29.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

Monadnock Developmental Services, Inc.

Exhibit A

Contractor Initials

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Date

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- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
 - 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
 - 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
 - 3.2.3. The Contractor shall recruit for the FSCs positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
 - 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSCs and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial and official start date or end date.
 - 3.2.4.2. A work phone number and email.
 - 3.2.4.3. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.

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Exhibit A

- 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.
 - 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.
- 5. Information Security Requirements**
- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
 - 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
 - 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
 - 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
 - 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
 - 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
 - 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
 - 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
 - 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

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Exhibit A

- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

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7-7-17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for

[Handwritten Signature]

7-7-17



**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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New Hampshire Department of Health and Human Services

Bidder/Program Name: Monadnock Developmental Services, Inc.

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: SFY 2018 (7/1/17 - 6/30/18)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 18,025.00	\$ -	\$ -	\$ -	\$ 18,025.00	\$ -	\$ 18,025.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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):	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
PIH Flex Funds For Families	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 38,025.00	\$ -	\$ -	\$ -	\$ 38,025.00	\$ -	\$ 38,025.00

Indirect As A Percent of Direct 0.0%

Contractor Initials *DLL*
Date 7-7-17



SPECIAL PROVISIONS

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

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

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

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

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

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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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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7-7-17



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, 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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

7-7-17
Date

[Signature]
Name:
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

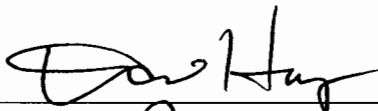
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

7-7-17
Date


Name: _____
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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7-7-17



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

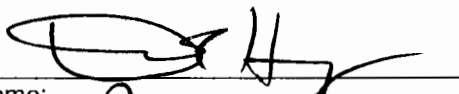
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

7-7-17
Date


Name: _____
Title: President

Contractor Initials elt
Date 7-7-17



**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

Handwritten signature in black ink, appearing to be "JSH".

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

Date

7-7-17

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:

7-7-17
Date

[Signature]
Name:
Title: President

Exhibit G

Contractor Initials

ACK

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7-7-17
Date

Dr. Hays
Name:
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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

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7-7-17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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7-7-17



Exhibit I

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

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

Department of Health and Human Services
The State

Christina Santanelli
Signature of Authorized Representative

Christina Santanelli
Name of Authorized Representative

BDS Director
Title of Authorized Representative

7/17/17
Date

MONADNOCK Developmental Services
Name of the Contractor

Don Hayer
Signature of Authorized Representative

Don Hayer
Name of Authorized Representative

President
Title of Authorized Representative

7-7-17
Date

Contractor Initials DKV
Date 7-7-17



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

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

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

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

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

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

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

Contractor Name:

7-7-17
Date

[Signature]
Name:
Title: President



FORM A

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

1. The DUNS number for your entity is: 158556217
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Exhibit K
Region by Cities

Region 5
Keene
Alstead
Antrim
Bennington
Chesterfield
Dublin
Fitzwilliam
Francesstown
Gilsum
Greenfield
Greenville
Hancock
Harrisville
Hinsdale
Jaffrey
Keene
Lyndeborough
Marlborough
Marlow
Nelson
New Ipswich
Peterborough
Richmond
Rindge
Roxbury
Sharon
Stoddard
Sullivan
Surry
Swanzey
Temple
Troy
Walpole
Westmoreland
Winchester

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. 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: 69358



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. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Beth Provost, do hereby certify that:

1. I am a duly elected Officer of Monadnock Developmental Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 5, 2017:

RESOLVED: That the President of the Board of Directors:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of July, 2017.

4. Don Hayes is the duly elected President of the Board of Directors of the Agency.

Beth Provost
Beth Provost, Secretary

STATE OF New Hampshire
County of Cheshire

The forgoing instrument was acknowledged before me this 15th day of May, 2017,

By Don Hayes
Don Hayes

Kelly Sutherland
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: KELLY SUTHERLAND, Notary Public
My Commission Expires October 7, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2017

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).

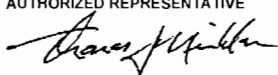
PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
INSURED Monadnock Developmental Services 121 Railroad Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Insurance Company 0 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1015787520** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1669675	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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1669663	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB588298	7/1/2017	7/1/2018	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2017

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104		CONTACT NAME: Tonja Kendall, ACSR PHONE (A/C, No. Ext.): (603) 668-3311 FAX (A/C, No.): (603) 352-6707 E-MAIL ADDRESS: Tonja@wizinsurance.com	
INSURED Monadnock Developmental Services, Inc. 121 Railroad Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Great Falls Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 17-18 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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	Excl: Michael Forrest & Donald Hayes WCD0937540017 Cov A: NH	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER State of New Hampshire Dept. of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R Wieczorek/TONJA
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MDS Mission Statement

Because we believe...

- Everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets'
- Respecting each person's and each family's values is the foundation for building and strengthening people's lives;
- Power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

To work toward **inclusion, participation and mutual relationships** for all people who are at risk of isolation from community.

We will promote self-determination and quality of life, develop and environment which encourages creativity, innovation and individuality, and ensure quality supports.

To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2015, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2014 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated October 27, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of functional revenues on page 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Lene, McDonald & Roberts
Professional Association*

November 11, 2015
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2015 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

ASSETS

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	<u>Eliminations</u>	Consolidated Totals 2015	Consolidated Totals 2014
Cash and equivalents	\$ 1,804,357	\$ 109,749	\$ -	\$ 1,914,106	\$ 1,877,690
Client funds	102,156	-	-	102,156	74,035
Accounts receivable:					
Medicaid	1,152,212	-	-	1,152,212	1,356,688
Other	133,383	-	-	133,383	147,313
Prepaid expenses	131,198	539	-	131,737	93,393
Deposits	11,535	-	-	11,535	15,485
Property and equipment, net of accumulated depreciation	1,572,978	2,876,196	-	4,449,174	4,787,372
Loan reserves	-	87,399	-	87,399	70,195
Assets held for sale	-	-	-	-	285,180
Investment in insurance captive	55,439	-	-	55,439	42,728
	<u>\$ 4,963,258</u>	<u>\$ 3,073,883</u>	<u>\$ -</u>	<u>\$ 8,037,141</u>	<u>\$ 8,750,079</u>
Total					

LIABILITIES AND NET ASSETS

LIABILITIES

Client funds	\$ 102,156	\$ -	\$ -	\$ 102,156	\$ 74,035
Accounts payable	1,227,106	44,468	-	1,271,574	1,136,276
Accrued salaries and wages and related expenses	641,176	-	-	641,176	627,922
Other accrued expenses	4,723	15,300	-	20,023	46,838
Refundable advances	166,129	-	-	166,129	203,927
Notes payable	693,606	2,853,115	-	3,546,721	3,781,616
Other long term liabilities	-	-	-	-	10,000
	<u>2,834,896</u>	<u>2,912,883</u>	<u>-</u>	<u>5,747,779</u>	<u>5,880,614</u>
Total liabilities					

NET ASSETS

Unrestricted:					
Board designated	386,617	-	-	386,617	189,160
Other unrestricted	1,693,139	161,000	-	1,854,139	2,631,699
Temporarily restricted	48,606	-	-	48,606	48,606
	<u>2,128,362</u>	<u>161,000</u>	<u>-</u>	<u>2,289,362</u>	<u>2,869,465</u>
Total net assets					
	<u>\$ 4,963,258</u>	<u>\$ 3,073,883</u>	<u>\$ -</u>	<u>\$ 8,037,141</u>	<u>\$ 8,750,079</u>
Total					

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSDARY**

**CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2015</u>	<u>Consolidated Totals 2014</u>
CHANGES IN UNRESTRICTED NET ASSETS					
Revenues and Support					
Medicaid	\$24,601,346	\$ -	\$ -	\$24,601,346	\$24,954,587
Other program fees	816,460	-	-	816,460	877,875
Residential fees	449,295	-	-	449,295	470,413
Client resources	350,845	-	-	350,845	332,406
Rental income	165,948	375,638	(210,893)	330,693	357,319
State of New Hampshire - DDS	206,196	-	-	206,196	248,420
Grants	101,430	-	-	101,430	146,564
Production/service income	45,236	-	-	45,236	49,260
Vocational rehabilitation fees	38,523	-	-	38,523	50,701
United Way	38,250	-	-	38,250	36,750
Gain on sale of assets	28,212	-	-	28,212	7,941
Contributions and other public support	18,663	-	-	18,663	19,935
Local education	5,951	-	-	5,951	34,922
Investment income	1,205	68	-	1,273	1,342
Other income	70,155	5,811	-	75,966	51,231
Total revenues and support	<u>26,937,715</u>	<u>381,517</u>	<u>(210,893)</u>	<u>27,108,339</u>	<u>27,639,666</u>
Expenses					
Program services					
Service Coordination	1,713,885	-	(73,813)	1,640,072	1,691,443
Family support	559,482	-	(27,416)	532,066	579,219
Subcontracted area agency program services	14,598,647	-	-	14,598,647	14,022,026
In house area agency program services:					
ISO	4,796,184	-	(48,505)	4,747,679	5,107,639
CMISO	1,965,194	-	-	1,965,194	2,122,574
Other	1,142,891	-	-	1,142,891	1,235,801
Non DDS funded programs:					
MCST	419,384	-	-	419,384	341,348
Other Non DDS funded programs	1,045,689	-	-	1,045,689	887,927
Railroad Street Mill, Inc.	-	326,923	-	326,923	338,779
Supporting services					
General management	1,331,056	-	(61,159)	1,269,897	1,281,849
Total expenses	<u>27,572,412</u>	<u>326,923</u>	<u>(210,893)</u>	<u>27,688,442</u>	<u>27,608,605</u>
CHANGES IN NET ASSETS	(634,697)	54,594	-	(580,103)	31,061
NET ASSETS - BEGINNING OF YEAR	<u>2,763,059</u>	<u>106,406</u>	<u>-</u>	<u>2,869,465</u>	<u>2,838,404</u>
NET ASSETS - END OF YEAR	<u>\$ 2,128,362</u>	<u>\$ 161,000</u>	<u>\$ -</u>	<u>\$ 2,289,362</u>	<u>\$ 2,869,465</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSDIARY**

**CONSOLIDATING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2015	Consolidated Totals 2014
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ (634,697)	\$ 54,594	\$ -	\$ (580,103)	\$ 31,061
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	172,090	78,162	-	250,252	265,480
Gain on sale of assets	(28,212)	-	-	(28,212)	(7,941)
Loss on sale of assets	260,316	-	-	260,316	-
Imputed interest on long term debt	-	13,170	-	13,170	13,169
Forgiveness of other long term liabilities	(10,000)	-	-	(10,000)	(10,000)
Decrease (increase) in assets:					
Accounts receivable - Medicaid	204,476	-	-	204,476	93,595
Accounts receivable - Other	13,930	-	-	13,930	(22,861)
Prepaid expenses	(39,596)	1,252	-	(38,344)	7,147
Deposits	3,950	-	-	3,950	(400)
Investment in insurance captive	(12,711)	-	-	(12,711)	(6,238)
Increase (decrease) in liabilities:					
Accounts payable	133,452	5,171	-	138,623	158,753
Accrued salaries, wages and related expenses	13,254	-	-	13,254	116,819
Other accrued expenses	(26,667)	(148)	-	(26,815)	(53,466)
Refundable advances	(41,123)	-	-	(41,123)	13,472
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>8,462</u>	<u>152,201</u>	<u>-</u>	<u>160,663</u>	<u>598,590</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Additions to property and equipment	(54,158)	(6,000)	-	(60,158)	(124,497)
Increase in loan reserves	-	(17,204)	-	(17,204)	(17,197)
Proceeds from the sale of assets	201,180	-	-	201,180	13,000
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>147,022</u>	<u>(23,204)</u>	<u>-</u>	<u>123,818</u>	<u>(128,694)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from long term borrowings	158,400	-	-	158,400	184,500
Repayment of long term debt	(347,693)	(58,772)	-	(406,465)	(378,921)
NET CASH USED IN FINANCING ACTIVITIES	<u>(189,293)</u>	<u>(58,772)</u>	<u>-</u>	<u>(248,065)</u>	<u>(194,421)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(33,809)	70,225	-	36,416	275,475
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>1,838,166</u>	<u>39,524</u>	<u>-</u>	<u>1,877,690</u>	<u>1,602,215</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 1,804,357</u>	<u>\$ 109,749</u>	<u>\$ -</u>	<u>\$ 1,914,106</u>	<u>\$ 1,877,690</u>

See Notes to Financial Statements

MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency CMISO Program	In House Area Agency Other Program	Total IDS Funded	MCSI	Other Non DDS Funded	Railroad Street Mil. Jns.	Total Non DDS Funded	2015 Total	Eliminations	Consolidated Totals 2015	Consolidated Totals 2014
Salaries and wages	\$ 799,376	\$ 984,314	\$ 236,177	\$ -	\$ 2,113,278	\$ 741,954	\$ 227,067	\$ 5,104,116	\$ 233,988	\$ 360,656	\$ -	\$ 594,644	\$ 5,698,760	\$ -	\$ 5,698,760	\$ 5,614,194
Employee benefits	168,478	290,304	29,823	-	496,862	81,758	72,707	1,087,882	56,430	89,452	-	147,882	1,235,764	-	1,235,764	1,376,378
Payroll taxes	54,863	71,463	20,831	-	146,402	54,374	7,695	355,598	16,894	31,274	-	48,268	403,866	-	403,866	451,593
Family provider services	-	-	51,152	-	865,778	655,778	448,490	2,019,418	-	50	-	50	2,019,468	-	2,019,468	2,025,242
Respite care	-	-	182,107	-	46,448	59,477	29,428	327,460	-	-	-	-	327,460	-	327,460	321,463
Client treatment and care	-	28,247	4,307	39,102	121,575	10,466	42,708	248,465	935	-	-	935	247,400	-	247,400	237,391
Accounting fees	31,400	-	-	-	-	-	-	31,400	-	-	11,516	11,516	42,916	-	42,916	29,019
Legal fees	17,307	-	-	-	-	-	-	17,307	248	-	-	248	17,555	-	17,555	26,508
Other professional fees	72,535	110,082	930	-	2,916	9,999	1,881	188,323	603	13,697	3,832	14,300	212,623	-	212,623	259,333
Subcontractors	10,409	1,342	786	14,454,328	281,496	183,660	227,734	15,147,238	68,400	1,492	-	92,232	15,239,470	-	15,239,470	14,893,558
Staff development	62,467	101,229	-	-	19,651	4,550	235	36,993	3,537	48,101	-	51,232	42,122	(210,893)	42,122	42,187
Rent	-	-	-	-	201,661	43,438	725	409,570	-	48,101	-	48,101	457,671	-	457,671	322,011
Mortgage payments	-	-	-	-	18,446	-	-	18,446	-	(44)	-	(44)	18,402	-	18,402	23,057
Utilities	-	-	-	-	55,429	835	478	60,056	-	42,140	67,191	109,331	178,367	-	178,367	227,231
Repairs and maintenance	-	7,801	-	-	1,565	902	-	2,467	-	38,601	10,223	54,823	57,291	-	57,291	55,079
Property taxes	-	-	-	-	20,079	-	-	20,079	-	26,127	27,127	26,127	48,206	-	48,206	48,209
Other occupancy costs	-	-	-	-	6,635	240	291	7,166	-	8,507	-	8,507	15,673	-	15,673	20,200
Home modifications	-	-	-	-	-	-	97,500	97,500	1,092	5,482	-	7,174	97,500	-	97,500	28,742
Office supplies	11,720	13,067	178	-	10,931	1,819	-	37,525	-	6,185	-	6,185	44,699	-	44,699	44,010
Building supplies	1,112	1,769	892	-	13,892	2,442	3,494	23,776	-	8,185	-	8,185	32,961	-	32,961	39,256
Client consumables	-	-	593	-	53,090	16,211	2,079	79,650	-	4,525	-	4,525	84,175	-	84,175	106,474
Production supplies	-	-	-	-	95	-	8,978	9,024	-	-	-	-	9,024	-	9,024	15,448
Medical supplies	-	-	-	-	5,668	2,971	2,815	11,224	-	253	-	253	11,527	-	11,527	11,251
Computer supplies	3,494	2,221	-	-	358	-	-	6,023	-	358	-	358	6,431	-	6,431	8,450
Equipment rental	6,589	7,672	-	-	5,177	1,717	-	21,155	-	-	-	-	21,155	-	21,155	16,720
Equipment maintenance	8,308	244	-	-	117	-	-	9,972	-	-	-	-	9,972	-	9,972	17,493
Depreciation expense	(6,876)	10,697	3,492	91,115	29,935	12,266	7,133	183,960	-	9,144	78,182	87,306	250,252	-	250,252	265,480
Advertising	-	(167)	-	-	14,215	3,872	1,180	12,424	723	418	-	1,141	13,565	-	13,565	10,201
Printing	-	581	73	-	2,418	1,025	14	5,984	549	2,096	-	2,644	8,680	-	8,680	10,096
Telephone	-	15,874	2,275	-	35,757	7,874	405	70,407	100	4,483	-	4,983	75,680	-	75,680	77,963
Postage	-	8,502	-	-	6,703	190	23	16,490	-	1,581	-	1,581	20,061	-	20,061	19,791
Transportation	-	34,481	16,534	597	183,438	56,545	9,816	306,072	12,248	47,252	-	59,506	367,572	-	367,572	378,645
Assistance to individuals	-	4,288	-	-	2,483	-	-	6,781	-	-	-	-	6,781	-	6,781	14,037
Insurance	10,849	17,593	-	13,445	24,749	1,058	1,029	77,323	-	20,253	8,803	29,056	106,379	-	106,379	111,640
Interest expense	-	-	-	-	5,012	-	-	5,012	-	29,600	114,005	143,605	148,817	-	148,817	148,817
Loss on sale of assets	-	-	-	-	-	-	-	-	-	260,316	-	260,316	260,316	-	260,316	159,275
Other expenses	40,133	840	24	-	3,084	275	-	44,956	547	16,107	64	18,718	61,674	-	61,674	72,779
Total functional expenses	\$ 1,331,056	\$ 1,713,885	\$ 559,482	\$ 14,598,642	\$ 4,726,184	\$ 1,965,194	\$ 1,142,881	\$ 28,107,339	\$ 410,384	\$ 1,045,689	\$ 326,923	\$ 1,731,926	\$ 27,829,335	\$ (210,893)	\$ 27,608,442	\$ 27,608,405

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**NOTES TO CONSOLIDATING FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Monadnock Developmental Services, Inc. (MDS) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

Principles of Consolidation

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of the Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

Basis of Accounting

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2015 and 2014, the Organization had unrestricted and temporarily restricted net assets.

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2014, from which the summarized information was derived.

Property and Depreciation

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property, plant and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

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

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

	<u>2015</u>	<u>2014</u>
Land, buildings and improvements	\$ 5,565,135	\$ 5,842,166
Vehicles	683,309	682,547
Equipment	496,892	489,893
Furniture	<u>147,583</u>	<u>147,583</u>
	6,892,919	7,162,189
Less accumulated depreciation	<u>(2,443,745)</u>	<u>(2,374,817)</u>
Property, net	<u>\$ 4,449,174</u>	<u>\$ 4,787,372</u>

Depreciation expense for the years ended June 30, 2015 and 2014 was \$250,252 and \$265,480, respectively.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations' have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations' are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

Cash Equivalents

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

Advertising

The Organization expenses advertising costs as incurred.

Functional Allocation of Expenses

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

Fair Value of Financial Instruments

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

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

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

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

At June 30, 2015 and 2014, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

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

Subsequent Events

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 11, 2015, the date when the financial statements were available to be issued.

2. CONCENTRATION OF CREDIT RISK

The Organization maintains several of their cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 as of June 30, 2015 and 2014. At June 30, 2015 and 2014, the uninsured balances aggregated \$1,659,414 and \$1,878,237, respectively.

3. INVESTMENT IN INSURANCE CAPTIVE

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive. The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organizations' participant investment into the captive insurance program amounted to \$55,439 and \$42,728, respectively at June 30, 2015 and 2014.

4. DEMAND NOTE PAYABLE

For the years ended June 30, 2015 and 2014, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2015 and 2014 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2015 and 2014, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

5. OTHER LONG TERM LIABILITIES

In connection with the change in accounting treatment of First Course, the Organization had assumed responsibility for the repayment of \$30,000 to the original stakeholders in First Course. Under the terms of the original agreement, payments on the liability were set to begin on July 1, 2008. Due to the financial burden of First Course, no payments were made as of July 1, 2008. During the year ended June 30, 2015, the remaining stakeholder in First Course forgave the \$10,000 investment that they had made.

6. LONG TERM DEBT

The long term debt of the Organization consisted of the following at June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
<u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$460 through November of 2017. Interest is stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% at June 30, 2015 and 2014, respectively. The note is collateralized by real estate owned by the Corporation.	\$ 12,299	\$ 17,240
Mortgage note payable to a bank in monthly installments for principal and interest of \$1,502 through February of 2016. Interest was fixed for five years and then stated at the Wall Street Prime Rate plus .75%, adjustable yearly. This resulted in an interest rate of 4.00% at June 30, 2014. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2015.	-	28,992

Mortgage note payable to a bank in monthly installments for principal and interest of \$748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 3.50% at June 30, 2015 and 2014. The note is collateralized by real estate owned by the Organization.	120,716	125,380
5% note payable to a Corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	115,531	121,531
4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization.	51,128	53,810
Mortgage note payable to a bank in monthly installments for principal and interest of \$5,105 through July of 2016, at which time all principal and interest is due and payable. Interest is fixed for three years and then stated at the Wall Street Prime Rate plus 1.00%, adjustable yearly. This resulted in an interest rate of 4.00% at June 30, 2015 and 2014, respectively. The note is collateralized by real estate owned by the Organization.	64,660	122,063
Mortgage note payable to a bank in monthly installments for principal and interest of \$810 through February of 2015, at which time all principal and interest is due and payable. Interest was fixed for five years and then stated at the Wall Street Prime Rate plus .75%, adjustable yearly. This resulted in an interest rate of 5.57% at June 30, 2014. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2015.	-	24,038
Mortgage note payable to a bank in monthly installments for principal and interest of \$1,200 through February of 2015, at which time all principal and interest is due and payable. Interest was fixed for five years at 5.57%. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2015.	-	170,070

Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035. Interest is fixed for five years at 3.75%, then adjusting to prime plus .5%. The note is collateralized by real estate owned by the Organization.	156,147	-
Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.	96,715	103,557
Mortgage note payable to a bank in monthly installments for principal and interest of \$871 through June of 2016, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the Five Year Federal Loan Home Bank Classic Rate plus 2.35%, adjustable every five years. This resulted in an interest rate of 4.56% at June 30, 2015 and 2014. The note is collateralized by real estate owned by the Organization.	5,908	15,832
4.50% retail installment contract payable to a bank in monthly installments for principal and interest of \$556 through August of 2016. The note is collateralized by a Company vehicle.	7,568	13,751
4.25% retail contract payable to a bank in monthly installments for principal and interest of \$1,101 through May of 2018. The note is collateralized by Company vehicles.	35,186	46,640
1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of \$970 through February of 2018. The note is collateralized by Company vehicles.	27,748	39,995

RAILROAD STREET MILL, INC.

4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.	2,517,865	2,576,637
0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due		

and payable. The note is collateralized by real estate owned by the Organization.

199,055 191,235

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized real estate owned by the Organization.

136,195 130,845

\$ 3,546,721 \$ 3,781,616

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2016	\$ 191,231
2017	120,826
2018	112,098
2019	98,207
2020	102,353
Thereafter	<u>2,922,006</u>
	<u>\$ 3,546,721</u>

7. BOARD DESIGNATED FUNDS

As of June 30, 2015 and 2014, the Board of Directors has designated funds to be used for the following:

	<u>2015</u>	<u>2014</u>
Development costs	\$ 178,722	\$ 139,160
Property maintenance and acquisitions	157,895	-
Client crisis	<u>50,000</u>	<u>50,000</u>
	<u>\$ 386,617</u>	<u>\$ 189,160</u>

8. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at their discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2015 and 2014 was \$91,994 and \$96,425, respectively.

9. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For each of the years ended June 30, 2015 and 2014, approximately 91% of the total support and revenue was derived from Medicaid. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 81% and 70% of the total accounts receivable balances at June 30, 2015 and 2014, respectively. The Organization has no policy for charging interest on past due accounts, not are its accounts receivable pledged as collateral, except as discussed in Note 3.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2019. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$457,621 and \$532,904 for the years ended June 30, 2015 and June 30, 2014, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for each of the years ended June 30, 2015 and 2014 was \$210,893.

The approximate future minimum lease payments on the above leases as of June 30, 2015 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2016	\$ 18,750
2017	19,200
2018	19,200
2019	19,200
2020	19,200
Thereafter	<u>109,200</u>
	<u>\$ 204,750</u>

11. RENTAL INCOME

For the year ended June 30, 2014 the Organization leased commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. At June 30, 2015 all leases had expired and tenants were considered at will. As a result, there are not future minimum rents to be received.

12. CONTINGENCIES

Grant Compliance

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2015.

13. CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2015 and 2014, client funds held by the Organization were as follows:

	<u>2015</u>	<u>2014</u>
Client funds administered by the Organization	\$ <u>102,156</u>	\$ <u>74,035</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

14. FLEXIBLE BENEFITS PLAN

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

15. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Non-cash investing and financing transactions:

	<u>2015</u>	<u>2014</u>
Purchase of property and equipment	\$ 62,408	\$ 172,997
Amount financed and allowances	<u>(2,250)</u>	<u>(48,500)</u>
Cash paid for property	<u>\$ 60,158</u>	<u>\$ 124,497</u>
Cash paid for interest	<u>\$ 148,617</u>	<u>\$ 159,275</u>

16. **RESTRICTIONS ON NET ASSETS**

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2015 and 2014.

17. **DISCONTINUED OPERATIONS AND SALE OF ASSETS**

During the year ended June 30, 2011, it was determined that the First Course culinary program operated by the Organization was not economically feasible to continue, and the program ceased operations.

In connection with the closing of the program, it was determined that the book value of the assets remaining in the program exceeded their fair value. Management has adjusted the fair value of the assets to the sum of the undiscounted cash flows expected to result from the eventual disposition. This adjustment resulted in an impairment loss of \$236,508 for the year ended June 30, 2011. In addition, since the assets are being held for sale they were reclassified from property, plant and equipment to assets held for sale. During the year ended June 30, 2015, it was determined that no amounts would ever be realized from the sale of the assets, and the assets were written off, resulting in a loss of \$257,350.

In addition, during the year ended June 30, 2015, the Organization's Life Art program was closed and the remaining assets were disposed of. This resulted in a loss of \$2,966.

18. **RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

**MCNADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATING SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISD Program	In House Area Agency CMISD Program	In House Area Agency Other Program	Total DDS Funded	MCSI	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2015 Total	Eliminations	Consolidated Totals 2015	Consolidated Totals 2014
Medicaid	\$	\$ 1,392,550	\$ 494,353	\$ 15,210,954	\$ 4,078,960	\$ 2,146,608	\$ 1,112,989	\$ 24,384,432	\$ 184,850	\$ 32,064	\$	\$ 216,914	\$ 24,601,346	\$	\$ 24,601,346	\$ 24,954,567
State of New Hampshire - DDS	32,573	78,098	53,206	(4,375)	(10,451)	6,011	82,173	217,255	(11,059)	-	-	(11,059)	206,196	-	206,196	248,420
Residential fees	-	-	-	73,173	257,053	82,020	27,049	449,295	-	-	-	-	449,295	-	449,295	470,413
Other program fees	-	43,796	(39,502)	-	408,172	-	137,288	549,764	142,234	124,472	-	266,706	816,460	-	816,460	877,875
Grants	-	-	56,224	-	-	-	-	56,224	45,706	-	-	45,706	101,430	-	101,430	146,564
Rental income	-	-	-	-	-	2,400	-	2,400	-	163,548	375,638	538,198	541,596	(210,803)	330,793	357,319
Local education	-	-	-	-	-	-	-	-	5,951	-	-	5,951	5,951	-	5,951	34,922
Vocational rehabilitation fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Client resources	46,287	3,076	-	136,270	89,537	22,046	12,386	312,382	38,523	27,404	-	38,463	350,845	-	350,845	332,406
Production/service income	-	-	-	-	-	5,480	30,206	44,686	-	550	-	550	45,236	-	45,236	49,260
Contributions and other	16,263	-	-	-	-	1,900	500	18,663	-	-	-	-	18,663	-	18,663	19,975
United Way	1,205	-	38,250	-	-	-	-	38,250	-	-	-	-	38,250	-	38,250	36,750
Investment income	13,176	-	-	22,678	13,447	825	3,308	55,432	12,068	4,655	68	22,524	73,966	-	73,966	51,231
Gain on sale of assets	-	-	-	-	-	-	-	-	-	29,212	-	29,212	29,212	-	29,212	7,341
Total functional revenues	\$ 109,484	\$ 1,518,320	\$ 602,531	\$ 15,440,658	\$ 4,794,738	\$ 2,267,368	\$ 1,394,899	\$ 26,172,978	\$ 478,632	\$ 360,965	\$ 381,517	\$ 1,191,254	\$ 27,319,232	\$ (210,803)	\$ 27,108,339	\$ 27,619,560

MONADNOCK DEVELOPMENTAL SERVICES, INC.
Board Members
FY 2017

Updated March 1, 2017

COHEN, Jennifer Keene, NH 03431	11/2017	**Consumer *Consumer Parent/Sibling Guardian
CRONIN, Mickey Chesterfield, NH 03466	11/2018	
FORREST, Michael (Mike), Immediate Past President Keene, NH 03431	11/2017	
HAYES, Don, President Keene, NH 03431	11/2019	
JORDAN, Timothy Keene, NH 03431	11/2020	
**KENNEY, Elizabeth Peterborough, NH 03458	11/2018	
MANAHAN, Terry Harrisville, NH 03450	11/2017	
*MCGREER, Heather Keene, NH 03431	11/2020	
PROVOST, Beth, Secretary Keene, NH 03431	11/2018	
*REMILLARD, Adele Member & Council/Board Liaison Jaffrey, NH 03452	11/2018	
SCHOFIELD, James Vice President Keene NH 03431	11/2017	
**SELIGMAN, Sand, Keene, NH 03431	11/2019	
*TORELLI, Manfredo Marlborough NH 03455	11/2018	
*VILES, Shelley L., Treasurer Keene, NH 03431	11/2017	

Stephanie A. Fields

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com

EDUCATION

Cambridge College, Cambridge, MA
Master of Education, Management

Northeastern University, Boston, MA
Bachelor of Science, Communications

PROFESSIONAL EXPERIENCE

Monadnock Development Services, Keene, NH October 2013 to Present
Program Manager – ISO

Participates and implements in Individual Service Plans and team meetings, facilitates staff meetings, works to empower staff, implements Self-Determination and Gentle Teaching, tracks budgets, spending, oversees operation costs, responsible for daily, weekly, monthly and quarterly reports and medication logs, annual certification review by the state, act as liaison and source of information between staff and agency, maintain a clear and open communication system between staff, nurses, directors, and the ISO department, manage staff coverage including monitoring and minimizing overtime, recruits, interview and hire new staff, and supervise companion living,

Wheelock School, SAU 29 Keene, NH and Nelson, NH
Instructional Paraprofessional-Special Education November 2002 to October 2013

Assessed students for instructional and grouping purposes; planned and implemented lessons for math, reading, writing and language; instructed grades k-5th; administered assessments for progress reports/report cards, attended IEP meetings with staff and parents, responsible for keeping IEP updated and modifying when necessary. Assist coordinating services within the school district and services provided outside the school district. Monitoring and evaluating achieving goals and reviewing services.

Extended School Year- Communication Disorder Collaborative, Keene, NH
Summers of 2008, 2009, 2010, 2011, 2012, 2013 Teacher
Responsible for setting up student programs for academics, social interaction and behavior plans, Coordinating services in and out of the school district, supervised a staff of seven tutors, arranged student activities, field trips, parent contact and progress reports.

Stephanie A. Fields

**Sylvan Learning Center, Keene, NH
Hamilton/Pennington, NJ**

November 2001 to November 2002
January 1989 to January 1991

Director/Director of Education

Managed educational centers, hired and trained staff, handled customer services, responsible for daily operations and increased enrollment by 80%. Recruited students administered and evaluated diagnostic testing for students. Advised and counseled students and parents in selecting academic programs. Developed specialized programs tailored to individual needs, conference with parents for assessment results and progress reports. Developed programs with the United States Army and Navy to prepare candidates for entrance exams. Taught study skills, Beginning Reading, Writing, SAT Prep, GED Prep. and higher level math.

AAA of Central NJ Hamilton, NJ and Englishtown, NJ
1993

January 1991 – December

Assistant Branch Manager

Managed a branch office, hired and trained employees, Handled customer service for the Travel, trip-tik, Insurance and Cash Office Departments. Supervised Emergency Assistant calls and followed through on services rendered. Responsible for inventory and ordering. Critiqued hotels, travel packages and rentals to be able to advise clients on travel matters.

Self-Employed-Consultant
2000

January 1993 to August

Educational/Career

Advised clients concerning educational and career goals, prepared job and educational searches, wrote and developed resumes, cover letters, and portfolios. Researched and assisted in career and educational objectives.

Aquinas Junior College, Newton, MA
Dean of College Services

September 1987 to September 1989

Liaison between departments and the President: supervised Registrar, Admissions, Alumni, Counseling, Campus Ministry, Public Relations, Bookstore, Accounts Receivable/Payable, Continuing Education, Building and Grounds. Wrote the college catalog and search brochure; coordinated and assisted in the design/layout by hiring graphic artists and photographers, implemented new registrar system for continuing education. Coordinated and facilitated Alumni fund-raisers/events, assisted in Alumni Publications. Wrote grant proposals and implemented grant awards, corresponded with matching gift companies.

Stephanie A. Fields

Stanley H. Kaplan Educational Center, Boston, MA August 1986 to September 1987

Manager/Cambridge Center

Managed and supervised educational center, recruited students, developed special programs; selected and evaluated staff and faculty, responded to telephone inquiries. Responsible for customer service, coordinated seminars, classes and out-of center openings, organized satellite campus through out New England, handled operations management of centers. Organized and taught SAT Prep and GED Prep.

Computer Knowledge: Microsoft Office, Excel, Word, Power Point, MAC, POS

Certified: Para II, CPR, First Aid, AED , CPI, Gentle Teaching, Task Analysis

Committees; Keene Comes Alive, Girl Scouts, Pumpkinfest, PTA, Playground Fundraiser, Project Grad, Motivation Committee, Spring into the Arts, Field Trips

Volunteer Work: NHDI, MOCO, Colonial Theater



Lynn Yeiter

Monadnock Developmental Services, Inc.

Children's Service Coordination Supervisor

December 2007 – present

Responsibilities: Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephanie Fields	PIH Coordinator	\$32,000	32%	\$10,241
Lynn Yeiter	Children's Service Coordination Supervisor	\$48,000	14%	\$6,503

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-08)


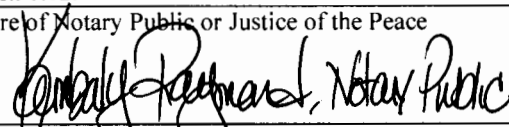
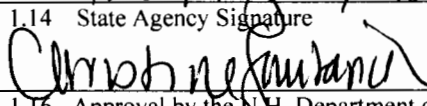
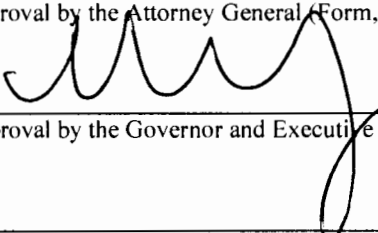
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Visiting Nurse Association of Manchester & Southern New Hampshire, Inc.		1.4 Contractor Address 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
1.5 Contractor Phone Number 603-622-3781	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$76,050.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donna M Frizzell MSN, RN Director of Home Care & Community Services VNA Leadership	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 3, 2017</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 		KIMBERLY A. RAYMOND Notary Public - New Hampshire My Commission Expires December 19, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly Raymond, Administrative Assistant II, VNA Leadership			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
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. Gade - Attorney 7/31/17</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 shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 7, the Manchester region. The towns associated with Region 7 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.
 - 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.

JMF

7/3/17



Exhibit A

- 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
- 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families, which includes but is not limited to:
 - 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering the family so they are best able to advocate for themselves.
- 2.8. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region including, but not limited to:
 - 2.8.1. Grant organizations.
 - 2.8.2. Camps.
 - 2.8.3. Child & Family Services.
 - 2.8.4. Physician offices.
 - 2.8.5. The VNA (host agency).
 - 2.8.6. Employment Support Services.
 - 2.8.7. Utility companies.
 - 2.8.8. Child Family Services.
 - 2.8.9. The Parent Information Center.
- 2.9. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils which may include, but are not limited to:
 - 2.9.1. Self-advocacy workshops such as Parents for Equity.
 - 2.9.2. Parenting and Family Solutions Workshops.
 - 2.9.3. Encouragement to use lending library at Family Voices.
 - 2.9.4. The PIH Family Support Coordinator (FSC) guides families and youth to selections of particular books and resources to address specific needs or deficits identified by the Family Council, an individual family, or by the FSC.

CMK

7/3/17



Exhibit A

- 2.9.5. IEP workshops.
- 2.9.6. Family budgeting resources through worksheets and classes.
- 2.9.7. The Contractor shall also notify families via email, direct mail, and in person (at home visits and Family Council meetings) about opportunities for education and available community educational supports.
- 2.10. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.11. The Contractor shall refer adolescents to appropriate and available resources, training and programs that promote information on transitioning and independence.
- 2.12. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group.
- 2.13. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.
- 2.14. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.15. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.16. The Contractor shall provide intake services by:
 - 2.16.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.16.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.16.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.16.3.1. Department Application for Services.
 - 2.16.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.16.3.3. Consent to bill Medicaid if applicable.
 - 2.16.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.16.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.16.4. Determining eligibility per He-M 523 the process of which is:
 - 2.16.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.16.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.



Exhibit A

- 2.16.4.3. The Contractor reviews the completed form.
 - 2.16.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.16.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.16.4.6. Eligibility is re-determined annually.
- 2.17. The Contractor shall provide family support services including, but not limited to:
- 2.17.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.17.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.17.2.1. Medical, health, and insurance.
 - 2.17.2.2. Community, transition, and independence
 - 2.17.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.17.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.18. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.18.1. Applying interpersonal skills and a strength and asset-based focus with the family.
 - 2.18.2. Listening to the needs and concerns of the family, and engaging with the family in an empathetic manner, while treating them with dignity and respect.
 - 2.18.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.18.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.18.4.1. Providing families with all information in ways that best match their processing style.
 - 2.18.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.18.4.3. Supporting the family's decisions and cultural needs.

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Exhibit A

- 2.18.5. Collaborating with families in individualized ways that offer help that is responsive to each family interest while working collaboratively with family members to address needs and desires.
- 2.19. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the FSC including, but not limited to:
 - 2.19.1. Routine phone or in person meetings, at least monthly.
 - 2.19.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.19.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.20. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to provide input on best practices, areas of concern, and regulations for the implementation of services.
- 2.21. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
 - 2.21.1. PIH staff orientation.
 - 2.21.2. Database training.
 - 2.21.3. FSC monthly meetings.
 - 2.21.4. Motivational Interviewing
 - 2.21.5. Person-Center Planning.
 - 2.21.6. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.22. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.23. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
 - 2.23.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.23.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the Family Support Coordinator.
- 3.2. The Contractor shall employ at least two (2) full-time PIH Family Support Coordinators (FSCs). Full-time is a minimum of thirty-five (35) hours per week.

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Exhibit A

- 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.
- 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.



Exhibit A

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
- 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
- 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

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Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for

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**New Hampshire Department of Health and Human Services
Partners in Health Family Support Services for Children and Adolescents
with Chronic Health Conditions**

Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$80,886.00 for the State Fiscal Year.

3. The Contractor shall utilize \$40,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$12,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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New Hampshire Department of Health and Human Services

Bidder/Program Name: Visiting Nurse Association of Manchester and Southern New Hampshire

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 59,679.00	\$ -	\$ 23,629.00	\$ -	\$ 36,050.00	\$ -	\$ 36,050.00
2. Employee Benefits	\$ 17,904.00	\$ -	\$ 17,904.00	\$ -	\$ -	\$ -	\$ -
3. Consultants (FFY 2018)	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 8,811.00	\$ -	\$ 8,811.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Vigil Fund)	\$ 12,540.00	\$ -	\$ 12,540.00	\$ -	\$ -	\$ -	\$ -
13. Other (Direct Expenses (FFY 2018))	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
TOTAL	\$ 134,214.00	\$ 12,540.00	\$ 57,164.00	\$ 12,540.00	\$ 76,050.00	\$ -	\$ 76,050.00

Indirect As A Percent of Direct 9.3%

Contractor Initials *AMF*
Date *7/13/17*



SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 7/2/17]



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

DMF

7/3/17



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]
Date 7/3/17

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:

7/3/17
Date

[Signature]
Name: David J. Hill, MSW, LSW
Title: Director of Community Services

Contractor Initials [Signature]
Date 7/3/17



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:

7/3/17
Date

[Handwritten Signature]
 Name: David A. Hart
 Title: Committee Sec'y
Center for Learning

Contractor Initials DM
Date 7/3/17



**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]

7/3/17



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:

Date 7/6/17

[Handwritten Signature]
Name: John M. Taylor
Title: Contract Administrator - Contract Services

Contractor Initials DMT
Date 7/3/17



**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

Handwritten initials in black ink, appearing to be "DMF".

Date

Handwritten date in black ink, appearing to be "7/1/14".

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:

7/3/17
Date

[Signature]
Name: Dick Harkins + Company
Title: Principal

Exhibit G

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

Contractor Initials

[Signature]

Date

7/3/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/3/17
Date

[Signature]
Name:
Title: Director of Health & Family Services
[Signature]



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

[Handwritten Signature]

7/3/11



Exhibit I

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

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

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

DMF

7/3/11



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

JMF

7/3/13



Exhibit I

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

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

AMK

7/3/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

JMF
7/3/11



Exhibit I

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

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

Department of Health and Human Services
The State

Christine Santanello
Signature of Authorized Representative

Christine Santanello
Name of Authorized Representative

BDS Director
Title of Authorized Representative

7/17/17
Date

VNA of Manchester and Southern NH
Donna M. Frizzell
Name of the Contractor

Donna Frizzell
Signature of Authorized Representative

Donna Frizzell
Name of Authorized Representative

Interim Vice President
Title of Authorized Representative

7/6/17
Date



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

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

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

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

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

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

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

Contractor Name:

7/3/17
Date

[Signature]
Name: John Peter Collins
Title: Inter-Relationship

Contractor Initials JPC
Date 7/3/17



FORM A

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

1. The DUNS number for your entity is: 07988845

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Region 7
Manchester (a double site*)
Auburn
Bedford
Candia
Goffstown
Hooksett
Londonderry
Manchester
New Boston

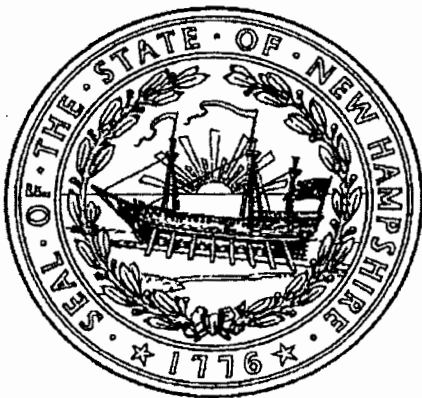
* Based on the population size in the towns in the Manchester Region, this is considered a double site with two (2) Family Support Coordinators, twice the budget and twice the Medicaid allocation.

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 VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 10, 1985. 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: 90436



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Maryann Leclair, do hereby certify that:


1. I am a duly elected Officer of the Visiting Nurse Association of Manchester & Southern NH.
2. The following is a true copy of the resolution duly adopted from an electronic vote by the Board of Directors of the Agency duly held on July 4, 2017, July 5, 2017, & July 6, 2017.

RESOLVED: That the Director and Interim Vice President of the VNA of Manchester & Southern NH:

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 6th day of July, 2017.

4. Donna Frizzell is the duly elected Interim Vice President of the VNA of Manchester & Southern NH.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of July, 2017, by Maryann Leclair.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KIMBERLY A. RAYMOND
Notary Public - New Hampshire
Commission Expires December 19, 2017
My Commission Expires December 19, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/17

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 Willis Towers Watson c/o 26 Century Blvd PO Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378		FAX (A/C, No.): 1-888-467-2378
	E-MAIL ADDRESS:		
INSURED Visiting Nurse Association of Manchester & Southern New Hampshire 1070 Holt Avenue, Suite 1400 Manchester, NH 03109		INSURER(S) AFFORDING COVERAGE INSURER A: Elliot Health System	NAIC # C2753
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Self Insured Trust	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Account #05-095-093-930010-7858-102-0731

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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**SAFETY NATIONAL CASUALTY CORPORATION
EXCESS WORKERS COMPENSATION INSURANCE BINDER**

NAME INSURED EMPLOYER: ELLIOT HEALTH SYSTEM
ADDRESS: 1 ELLIOT WAY, MANCHESTER, NH 03103
POLICY NUMBER: AGC4055660
TYPE OF INSURANCE: Specific Excess and Aggregate Excess Workers' Compensation
and Employers' Liability Insurance
LOCATION(S): NEW HAMPSHIRE
POLICY LIABILITY PERIOD: September 01, 2016 through September 01, 2017
POLICY PAYROLL REPORTING PERIOD: September 01, 2016 through September 01, 2017

This is to certify that the above named Insured Employer is covered by Specific Excess and Aggregate Excess Workers' Compensation and Employers' Liability Insurance by the CORPORATION.

Specific Excess Insurance

Self-Insured Retention Per Occurrence	\$ 650,000
Maximum Limit of Indemnity Per Occurrence	\$ 25,000,000
Employers' Liability Maximum Limit of Indemnity Per Occurrence and Aggregate	\$ 1,000,000

Aggregate Excess Insurance

Loss Fund Percentage for the Liability Period	170.00 %
Minimum Loss Fund for the Liability Period	\$ 4,542,477
Maximum Limit of Indemnity of the CORPORATION for the Liability Period	\$ 1,000,000

Other Terms

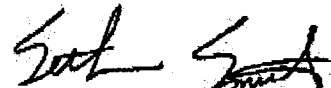
Premium Rate	\$ 0.071 per \$100 of Payroll
Minimum Premium for the Liability Period	\$ 159,371
Deposit Premium for the Payroll Reporting Period	\$ 167,759

Willis of Massachusetts Inc. Commission	0%
---	----

This binder is effective September 01, 2016 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, the Excess Workers' Compensation Agreement and Employers' Liability Insurance Agreement when issued.

Issued at St. Louis, Missouri, on August 30, 2016.

SAFETY NATIONAL CASUALTY CORPORATION



By: Seth A. Smith
Senior Vice President Workers' Compensation Underwriting
Date: August 30, 2016

CERTIFICATE OF INSURANCE

Name of Self-Insured Employer: ELLIOT HEALTH SYSTEM (SEE ATTACHED)

Current Mailing Address: 1 ELLIOT WAY, MANCHESTER, NH 03103

Policy Number: AGC4055660

Effective Date of Certificate: September 01, 2016

Length of Term of Policy: 1(One) year

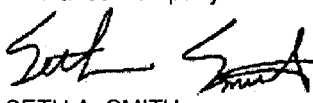
Insured's Retention: \$ 650,000 Specific Excess Self-Insured Retention Per Occurrence
Specific Excess Limit: \$ 25,000,000
Employers' Liability Limit: See Endt 0288 & 0467 Per Occurrence and Aggregate

Aggregate Per Policy Term Amount: \$ 1,000,000

Business Name of Insurance Company:

SAFETY NATIONAL CASUALTY CORPORATION
Insurance Company

Authorized Representative:


SETH A. SMITH
For Insurance Company Representative

Title of Authorized Representative:

SENIOR VICE PRESIDENT WC UNDERWRITING
Title of Representative

Date: 01/03/2017

ELLIOT HEALTH SYSTEM
40 BUTTRICK ROAD LLC
CARROTS AND COMPANY HEALTH CARE SERVICES, INC.
CYPRESS MEDICAL PARK CONDOMINIUM ASSOCIATION
DOCTOR'S PARK CONDOMINIUM ASSOCIATION
EHS CORPORATION
EHS HOLDINGS, INC.
ELLIOT 1 DAY SURGERY CENTER, LLC
ELLIOT ASSOCIATES GIFT SHOP (HOSPITAL)
ELLIOT ASSOCIATES GIFT SHOP (RIVERS EDGE)
ELLIOT HEALTH CONSULTING, LLC
ELLIOT HOSPITAL
ELLIOT HOSPITAL OF THE CITY OF MANCHESTER
ELLIOT MEDICAL CONDOMINIUM ASSOCIATION
ELLIOT PHYSICIAN NETWORK
ELLIOT PROFESSIONAL SERVICES NETWORK, INC.
MARY AND JOHN ELLIOT CHARITABLE FOUNDATION
MJE CHARITABLE FOUNDATION
PHYSICIAN PRACTICE SOLUTIONS, INC.
RIVERS EDGE MANCHESTER II, LLC
RIVERS EDGE MANCHESTER, LLC
TARRYTOWN REAL ESTATE HOLDINGS, INC.
VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
VNA HOME HEALTH AND HOSPICE SERVICES, INC.
VNA PERSONAL SERVICES, INC

0135 00 1297 (XWC)

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This policy is changed to provide:

No. 1

This policy insures payment of Workmen's Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workmen's Compensation Law, the Insurer shall, at the direction of the Commission of Labor, deposit any money to be received by the Insured under the provisions of this policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of the Insured unless incurred under Chapter 281 of the Workmen's Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this policy.

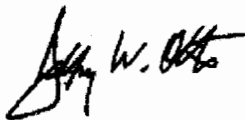
No. 4

If either party to this policy desires to cancel said policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

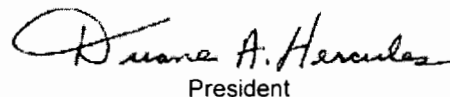
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4055660, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to ELLIOT HEALTH SYSTEM, ET AL, dated September 01, 2016.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President



VNA of Manchester & Southern NH

Our Mission

We are dedicated to improving the health and well-being of our community by providing compassionate, caring and accessible health care. We affirm individual worth and dignity by addressing the needs of the mind, body and spirit.

Since 1897, we have helped the residents of the greater Manchester community face the challenges of recovering from surgery, physical disabilities, short-term, chronic or life-limiting illnesses and enjoy a quality of life while maintaining their dignity, all in the comfort of home.

Elliot Health System

Elliot Health System

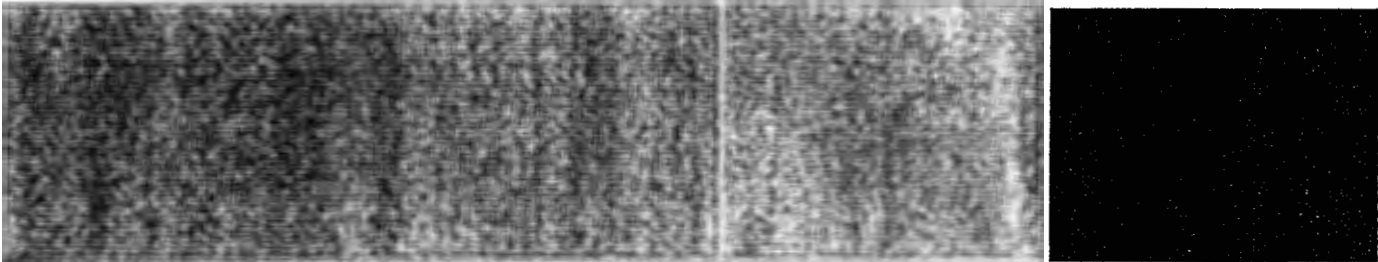
Our Mission

Elliot Health System strives to:

INSPIRE wellness

HEAL our patients

SERVE with compassion in every interaction.



VISITING NURSE ASSOCIATION
of Manchester & Southern New Hampshire

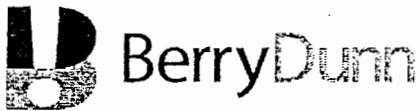
CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report

DRAFT





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Visiting Nurse Association of Manchester and
Southern New Hampshire, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates, which comprise the consolidated balance sheets as of June 30, 2016 and 2015, 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; 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 qualified audit opinion.

Basis for Qualified Opinion

In prior years, Visiting Nurse Association of Manchester and Southern New Hampshire, Inc and Affiliates had not reported certain amounts billed as deferred revenue, as required by U.S. generally accepted accounting principles, as the result of a software error. Management corrected this error in 2016, but the effect of the correction on prior years was has not been reflected as a restatement of previously reported net assets. As a result, revenue is understated and the decrease in net assets is overstated by \$259,000 in 2016.

Qualified Opinion

In our opinion, except for the effects of accrued revenue recognition in 2016, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates as of June 30, 2016 and 2015, and the results of their operations and changes in net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Manchester, New Hampshire
REPORT DATE

DRAFT

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Consolidated Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 3,244,265	\$ 2,897,138
Patient accounts receivable, less allowance for uncollectible accounts of \$350,800 in 2016 and \$316,613 in 2015	1,894,803	2,195,248
Non-patient receivables	101,057	29,853
Other current assets	<u>35,831</u>	<u>25,199</u>
Total current assets	5,275,956	5,147,438
Property and equipment, net	764,072	861,264
Assets limited as to use or restricted	<u>6,441,166</u>	<u>6,740,542</u>
Total assets	<u>\$ 12,481,194</u>	<u>\$ 12,749,244</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 375,012	\$ 475,565
Accrued compensation and related expenses	1,135,464	1,475,219
Due to third party payers	94,982	94,982
Due to affiliates	<u>336,893</u>	<u>216,027</u>
Total current liabilities	1,942,351	2,261,793
Accrued pension liability	<u>3,370,118</u>	<u>2,383,256</u>
Total liabilities	<u>5,312,469</u>	<u>4,645,049</u>
Net assets		
Unrestricted	6,670,824	7,606,294
Temporarily restricted	34,841	34,841
Permanently restricted	<u>463,060</u>	<u>463,060</u>
Total net assets	<u>7,168,725</u>	<u>8,104,195</u>
Total liabilities and net assets	<u>\$ 12,481,194</u>	<u>\$ 12,749,244</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue, net of contractual allowances and discounts	\$ 17,252,997	\$ 17,856,484
Provision for bad debts	<u>(96,781)</u>	<u>(189,910)</u>
Net patient service revenue	17,156,216	17,666,574
Other operating revenue	<u>541,856</u>	<u>517,487</u>
Total operating revenue	<u>17,698,072</u>	<u>18,184,061</u>
Operating expenses		
Salaries and benefits	14,089,261	15,494,741
Other operating expenses	3,222,925	2,504,249
Depreciation	<u>157,719</u>	<u>143,728</u>
Total operating expenses	<u>17,469,905</u>	<u>18,142,718</u>
Operating income	<u>228,167</u>	<u>41,343</u>
Other revenue and (losses) gains		
Contributions	168,094	111,433
Investment return	<u>(429,869)</u>	<u>53,165</u>
Total other revenue and (losses) gains	<u>(261,775)</u>	<u>164,598</u>
(Deficit) excess of revenues over expenses	(33,608)	205,941
Pension adjustment	<u>(901,862)</u>	<u>(317,883)</u>
Change in unrestricted and total net assets	(935,470)	(111,942)
Net assets, beginning of year	<u>8,104,195</u>	<u>8,216,137</u>
Net assets, end of year	<u>\$ 7,168,725</u>	<u>\$ 8,104,195</u>

The accompanying notes are an integral part of these consolidated financial statements.

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

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	\$ (935,470)	\$ (111,942)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	157,719	143,728
Provision for bad debts	96,781	189,910
Investment return	429,869	(53,165)
Pension adjustment	901,862	317,883
(Increase) decrease in the following assets		
Patient accounts receivable	203,664	625,810
Non-patient receivables	(71,294)	(19,747)
Other current assets	(10,632)	46,380
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(100,553)	118,372
Accrued compensation and related expenses	(339,755)	77,273
Due to affiliates	120,866	25,203
Other current liabilities	-	(8,198)
Pension liability	<u>85,000</u>	<u>93,813</u>
Net cash provided by operating activities	<u>538,147</u>	<u>1,445,320</u>
Cash flows from investing activities		
Capital expenditures	(60,527)	(115,086)
Decrease in assets limited as to use or restricted	<u>(130,493)</u>	<u>(186,933)</u>
Net cash used by investing activities	<u>(191,020)</u>	<u>(302,019)</u>
Net increase in cash	347,127	1,143,301
Cash, beginning of year	<u>2,897,138</u>	<u>1,753,837</u>
Cash, end of year	<u>\$ 3,244,265</u>	<u>\$ 2,897,138</u>

The accompanying notes are an integral part of these consolidated financial statements.

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization

Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. (VNAMSNH) is a non-stock, non-profit corporation organized in New Hampshire.

As of June 30, 2000, VNAMSNH became a wholly-owned subsidiary of Elliot Health System (the System). Elliot Health System is a holding company for a wide range of health care organizations providing comprehensive health care services to residents throughout southern New Hampshire.

VNAMSNH's primary purpose is to provide management services to the following affiliated organizations. The affiliation is accomplished through common board members.

Affiliates

VNA Home Health and Hospice Services, Inc. (VNAHHHS) was organized January 1, 1986 as a non-stock, non-profit corporation in New Hampshire. VNAHHHS's primary purposes are to provide home health care, hospice and child health services to residents in the city of Manchester and the surrounding communities.

VNA Personal Services, Inc. (VNAPS) was organized January 1, 1986 in New Hampshire as a non-stock, non-profit corporation. VNAPS provides personal care and private duty services to residents in the city of Manchester and the surrounding communities.

Principles of Consolidation

The consolidated financial statements include the accounts of VNAMSNH and its affiliates VNAHHHS and VNAPS (collectively, the Association). The affiliations are through common board membership. All material intercompany balances and transactions have been eliminated in consolidation.

The Association 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).

Income Taxes

The Association consists of three public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Use of Estimates

The preparation of consolidated financial statements, in conformity with U.S. generally accepted accounting principals requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Excess of Revenue over Expenses

The Statements of Operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, consistent with industry practice, consist of pension liability changes that have not yet been recognized in pension expense.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances and they are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Association analyzes its past history and identifies trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 316,613	\$ 233,767
Provision for bad debts	96,781	189,910
Write-offs	<u>(62,594)</u>	<u>(107,064)</u>
Balance, end of year	<u>\$ 350,800</u>	<u>\$ 316,613</u>

VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Investments

Investments include donor endowment funds, donor restricted investments and board designated net assets. Accordingly, investments have been classified as non-current assets on the accompanying consolidated balance sheet regardless of maturity or liquidity. The Association investments are pooled with the System investment portfolio and its allocable portion of investments is reflected in the balance sheets. The Association, in conjunction with the System, has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the recognized change in fair value are included in the excess of revenue over expenses unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited As To Use

Assets limited as to use consist of assets designated by the governing board and donor-restricted contributions.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose and include the change in fair value on permanently restricted investments.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity. The donors of these assets permit the Association to use the income earned on related investments for general purposes.

VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Patient Service Revenue

Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.

Providers of hospice services to patients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitation rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets to the Association are reported at fair value at the date the promise is received. Conditional promises to give any indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the 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 statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Workers' Compensation

The System established a self-insured irrevocable workers' compensation trust to fund anticipated losses for workers' compensation claims in which the Association participates. The System maintains an excess insurance policy to limit its exposure on claims to \$650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant. The Association's allocable portion of insurance costs is charged to the Association by the System.

VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Employee Health and Dental Insurance

The System maintains a self-insured health and dental plan in which employees of the Association participate. Under terms of the plan, employees and their dependents meeting certain eligibility requirements may participate in the plan. The System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage. The Association's allocable portion of insurance costs is charged to the Association by the System.

Retirement Benefits

The Association participates in a defined benefit pension plan for certain employees, the Elliot Health System Pension Plan (the Plan).

Effective July 1, 2006, the Plan was amended to close the Plan to employees hired after June 30, 2006. Eligible employees hired prior to July 1, 2006 are grandfathered under the Plan and will continue to accrue benefits as long as they remain employed by a participating System entity and in an eligible status.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974 (ERISA), plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

Contributions allocated to System member employees, and the timing of payment of those contributions, are determined by System actuaries. The Association recorded pension expense related to the Plan of \$320,488 in 2016 and \$332,885 in 2015.

The System provides a defined contribution program for all eligible employees hired on or after July 1, 2006. Under this program, eligible employees may receive annual employer contributions to a System sponsored tax sheltered annuity plan or 401(k) plan up to 3% of annual base pay.

The System also provides discretionary matching contributions to a tax sheltered annuity plan or 401(k) plan equal to one-half of the employee's contribution to a maximum 4% of their annual base pay.

Total expense incurred by the Association under the defined contribution plan was \$305,891 in 2016 and \$284,568 in 2015.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

2. Investments

Investments are reported as assets limited as to use or restricted. Investments are stated at fair value and consisted of the following:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 248,589	\$ 448,350
Equity securities	3,523,109	3,901,428
U.S. Government Bonds obligations and corporate bonds	2,151,297	1,810,965
Alternative investments	<u>518,171</u>	<u>579,799</u>
Total investments	<u>\$ 6,441,166</u>	<u>\$ 6,740,542</u>

Investment income and realized and unrealized gains (losses) on investments consisted of the following:

	<u>2016</u>	<u>2015</u>
Unrestricted investment income		
Other operating revenue:		
Investment income	\$ 135,942	\$ 124,752
Non-operating gains and losses:		
Realized gain on investments	41,648	98,160
Net unrealized loss on investments	<u>(471,517)</u>	<u>(44,995)</u>
Total	<u>\$ (293,927)</u>	<u>\$ 177,917</u>

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

The following table sets forth a summary of the Association's investments valued using a reported NAV are as follows:

Investment	Fair Value Estimated Using NAV Per Share at June 30				
	2016	Redemption Frequency	Other Redemption Restrictions	Redemption Notice Period	2015
Co-Investment Global Equity Fund	\$ 25,858	Liquid	None	None	\$ 73,122
ABR Reinsurance Multi-Strategy Hedge Fund	92,487	Annually	Liquidity event options not available until December 31, 2018	None	95,427
LB Real Estate Commingled REIT Fund	35,284	Liquid	None	None	36,361
Balyany Multi-Strategy Hedge Fund	190,192	Quarterly	None	65 days	-
Lansdowne Equity Fund	140,607	Monthly	None	90 days	132,387
Ivory Offshore	-	Quarterly	None	45 days	219,600
Borealis Multi-Strategy Hedge Fund	<u>33,743</u>	Liquid	None	None	<u>22,902</u>
	<u>\$ 518,171</u>				<u>\$ 579,799</u>

Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
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Notes to Consolidated Financial Statements

June 30, 2016 and 2015

The following table provides the assets carried at fair value as follows:

	<u>Total</u>	<u>Level 1</u>
<u>2016</u>		
Investments		
Cash and cash equivalents	\$ 248,589	\$ 248,589
Marketable equity securities	3,523,109	3,523,109
U.S. Government obligations and corporate bonds	<u>2,151,297</u>	<u>2,151,297</u>
Total assets at fair value	5,922,995	<u>\$ 5,922,995</u>
Investments measured at net asset value	<u>518,171</u>	
Total assets	<u>\$ 6,441,166</u>	
<u>2015</u>		
Investments		
Cash and cash equivalents	\$ 448,350	\$ 448,350
Marketable equity securities	3,901,428	3,901,428
U.S. Government obligations and corporate bonds	<u>1,810,965</u>	<u>1,810,965</u>
Total assets at fair value	6,160,743	<u>\$ 6,160,743</u>
Investments measured at net asset value	<u>579,799</u>	
Total assets	<u>\$ 6,740,542</u>	

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**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Furniture and equipment	\$ 1,533,259	\$ 1,472,732
Less accumulated depreciation	<u>769,187</u>	<u>611,468</u>
Property and equipment, net	<u>\$ 764,072</u>	<u>\$ 861,264</u>

4. Assets Limited As To Use or Restricted

Assets limited as to use or restricted consisted of the following board designated and donor restricted investments:

	<u>2016</u>	<u>2015</u>
Designated by the governing board:		
For future use	\$ 5,943,265	\$ 6,242,641
Donor restricted:		
Temporarily	34,841	34,841
Permanently	<u>463,060</u>	<u>463,060</u>
Total	<u>\$ 6,441,166</u>	<u>\$ 6,740,542</u>

5. Endowments

There were no board designated endowments. The Association's endowments primarily consist of an investment portfolio managed by the System. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (the Act) 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 stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent donor-restricted endowment gifts and (3) accumulations to the donor-restricted 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, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by the Act.

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
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Notes to Consolidated Financial Statements

June 30, 2016 and 2015

In accordance with the Act, the Association 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 Association 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 Association
- (7) The investment policies of the Association

Spending Policy

The Association has a policy of appropriating for expenditure an amount equal to total investment return earned on endowments. As a result, the endowments are reported based on the historical cost value at the time of contribution.

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 Association to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2016 and 2015.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2016</u>				
Donor-restricted endowment funds	\$ <u>-</u>	\$ <u>-</u>	\$ <u>463,060</u>	\$ <u>463,060</u>
<u>2015</u>				
Donor-restricted endowment funds	\$ <u>-</u>	\$ <u>-</u>	\$ <u>463,060</u>	\$ <u>463,060</u>

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

6. Patient Service Revenue

Patient service revenue provided was as follows:

	<u>2016</u>	<u>2015</u>
Gross fees:		
Medicare	\$ 16,681,600	\$ 17,021,832
Medicaid	1,641,572	1,861,535
Private pay	408,591	510,974
Private insurance	<u>2,063,552</u>	<u>2,311,803</u>
Gross patient service revenue	20,795,315	21,706,144
Contractual allowances and discounts	(3,542,318)	(3,849,660)
Provision for bad debts	<u>(96,781)</u>	<u>(189,910)</u>
Net patient service revenue	<u>\$ 17,156,216</u>	<u>\$ 17,666,574</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in compliance with all applicable laws and regulations. However, 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 net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The estimated costs incurred in these activities are not considered material to the consolidated financial statements.

The Association is able to provide these services with funds received through local community support and state grants. Local community support consists of contributions and United Way and municipal appropriations.

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

7. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services were as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ <u>15,383,710</u>	\$ 16,228,126
Administrative and general	<u>2,086,195</u>	<u>1,914,592</u>
Total	<u>\$ 17,469,905</u>	<u>\$ 18,142,718</u>

8. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source are as follows:

	<u>2016</u>	<u>2015</u>
Medicare	<u>73 %</u>	<u>65 %</u>
Medicaid and other	<u>27</u>	<u>35</u>
Total	<u>100 %</u>	<u>100 %</u>

9. Malpractice Insurance

The Association maintains medical malpractice insurance coverage on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2016 and 2015, which, in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available in future periods.

VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

10. Related Party Transactions

The Association incurs operating expenses that have been charged by the System. Those expenses include worker's compensation, health and dental insurance, pension expense, occupancy costs, purchased services and other administrative costs.

The Association incurred the following expenses with the System:

	<u>2016</u>	<u>2015</u>
Salaries and benefits	\$ 1,854,072	\$ 2,786,943
Workers' compensation	286,777	109,679
Pension expense	320,488	332,885
Occupancy	349,421	356,041
Program supplies	172,731	196,556
Revenue cycle management fee	421,620	-
Information technology management fee	363,684	-
Other administrative costs	<u>172,813</u>	<u>172,630</u>
Total	<u>\$ 3,941,606</u>	<u>\$ 3,954,734</u>

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through REPORT DATE, which is the date the financial statements were available to be issued.



VISITING NURSE ASSOCIATION
of Manchester & Southern New Hampshire

VNA BOARD OF TRUSTEES

1. Mary Ann Aldrich
2. Lisa Dibrigida, MD
3. Sean Doherty
4. Dan Fortin
5. Don Graff, Treasurer
6. John Hession
7. Maryann Leclair, Chair
8. Selma Naccach-Hoff, Secretary
9. Terry Pfaff, Vice Chair
10. Buddy Phaneuf
11. David Steadman

VNA FOUNDATION BOARD

1. Mary Ahlquist
2. Nancy Bolton
3. Joseph DiBrigida
4. Sean Doherty, Treasurer
5. John Hession
6. Maria Holland Law, Chair
7. Maryann Leclair

Donna Frizzell, RN
Dfrizzell@Elliot-hs.org

Attentive leader with over 20 year experience in Home care management, possessing exceptional skills of communication, project execution and team development. Thrives in challenging organizational initiatives. Special interest in leadership development and patient experience process improvement.

Experience

VNA of Manchester and Southern New Hampshire *Manchester, NH* *2015 –present*
Clinical Director
Reports to VP of Homecare and Community Services

Implemented successful strategic scheduling triage system

Developed policy to support Medicare regulatory requirements

Responsible for 138 clinicians and administrative personnel

Directs agency operations to increase revenue, improve patient and staff satisfaction while meeting regulatory requirements.

Redesigned education program

VNA of Manchester and Southern New Hampshire *Manchester, NH* *1998 – 2015*
Program Manager
Report to Clinical Director

Managing up to 100 employees clinical and administrative including 3 clinical managers

Supervises Partners in Health, Maternal Child Health and the Intake department

Direct responsibilities for recruitment, interviewing, hiring, scheduling, training, performance evaluations and termination activities.

Contributes Medicare/JCAHO accreditation processes

VNA of Manchester and Southern New Hampshire *Manchester, NH* *1992 – 1998*
Clinical Manager
Report to Clinical Director

Direct and indirect patient care services within both institutional and home care setting

Donna Frizzell, RN
Dfrizzell@Elliot-hs.org

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Responsibilities for operations and personal supervision

Administrative support and management (BCBS, Medicaid admitting procedures) as well as immediate involvement with policy development

Implemented a Self-Directed Work Team concept.

Education

Master of Science in Nursing With a focus in nursing leadership <i>Walden University</i>	2016	Minneapolis, MN
Associates of Science in Nursing <i>New Hampshire Technical Institute</i>	1992	Concord, NH

Associations & Memberships

American Nurses Association

New Hampshire Nurses Association

Sigma Theta Tau International honors society
Epsilon Tau chapter

Elliot Health System Patient Experience CPT member

Lynda Martin-Heaney



WORK EXPERIENCE

ELLIOT HEALTH SYSTEM, Manchester, NH

Clinical Manager, Jun 2015 – Present

- Collaborate with the leadership team, education team, and other health care professionals and service providers to ensure optimal patient care.
- Read current literature, talk with colleagues, or participate in professional organizations or conferences to keep abreast of developments in nursing.
- Develop or assist direct care staff in development of care and treatment plans.
- Develop, implement, and evaluate standards of nursing practice in specialty area such as IV, pediatrics, and maternal/child health.
- Identify training needs or conduct training sessions for nursing staff.
- Maintain departmental policies, procedures, objectives, or infection control standards in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Evaluate the quality and effectiveness of nursing practice and organizational systems.
- Instruct nursing staff in areas such as the assessment, development, implementation and evaluation of disability, illness, management, technology, and resources.
- Direct and supervise nursing staff in the provision of patient therapy.
- Develop nursing service philosophies, goals, policies, priorities, and procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.
- Coordinate or conduct educational programs or in-service training sessions on topics such as clinical procedures in collaboration with the health system, agency senior leadership, other clinical managers, clinical leads, and the education department.

Registered Nurse II - IV, Sep 2012 – Jun 2015

- Home administration of IV therapies including chemotherapy, antibiotics, and hydration; Home medication reconciliation; Training and education with patients and families on independent home administration of IV therapies, complete and correct medication administration, and independent wound care; Care Planning; Discharge planning and coordination; Coordination of care with PCPs and specialists; Collaboration with PT, OT, and SLP staff; Collaboration with Hospice staff to transition end of life cases; Peer mentor and primary IV Preceptor; Student mentor; Wound Vac Team member.

GENESIS HEALTHCARE-PLEASANT VIEW, Concord, NH

Registered Nurse - TCU, Sep 2010 – Sep 2012

- Full time primary nurse on busy TCU/Rehab floor. Responsibilities included Medication administration, Delivery of prescribed treatments, Wound care (wound vac experience), Peer training/orientation, Collaboration with therapies (PT, OT, and ST), Alternate charge nurse, Leading care plan meetings, Coordinating patient care with Primary Care Providers, Staff daily assignments, Patient/family teaching. Experienced with IV medications, tube feedings, CADD infusion pumps, and more.

PRIVATE CLIENT (NAME AVAILABLE UPON INTERVIEW), Pembroke, NH

Private Duty Home Health Assistant, Aug 2009 – Sep 2010

- Home health aide assisting quadriplegic client with afternoon and evening ADL's including assistance with physical therapy exercises, incontinent care, and repositioning using mechanical lift equipment (Hoyer lift). Contact information available upon request.

2010 ACT ONE CREATIVE, LLC CONCORD, NH , Concord, NH

Office Manager/Bookkeeper , Jan 2009 – Sep 2010

- Part time office manager and bookkeeper for a well-established graphic design agency. Duties included monthly account reconciliation, weekly accounts payable and receivable, weekly payroll preparation, and Federal and State payroll tax reporting.

BEAUCHESNE & ASSOCIATES, LLC , Pembroke, NH

Bookkeeper/Payroll Processor, Mar 2006 – Sep 2010

- Part time/full time bookkeeping and payroll processing for several clients of a mid-sized accounting firm. Duties included monthly account reconciliation, payroll processing, accounts payable and receivable, and Federal and State payroll tax reporting.

MONTMINY'S COUNTRY STORE , Pembroke, NH

Owner/Operator, Jul 2003 – Feb 2007

- Oversaw all areas of business operations for small country market/take-out restaurant including staff management, bookkeeping and banking, inventory and ordering for retail and restaurant, customer service, menu creation and cooking.

PR RESTAURANTS (PANERA BREAD), Portsmouth, NH

Assistant Manager, Jan 2002 – Jul 2003

- Daily responsibilities included running shifts within corporate guidelines, hiring and training of restaurant staff, scheduling, cash reconciliation, and daily banking.

AMERICAN TRADITIONAL DESIGNS, Northwood, NH

Art Services Director, Mar 1998 – Jan 2002

- Responsibilities included overseeing production of all advertising and marketing pieces, directing photo shoots, coordination of catalogs, graphics and print collateral for trade shows, and hiring/training of art department staff.

PROMARK PROMOTIONS, Concord, NH

Senior Designer, Feb 1991 – Mar 1998

- Performed all senior level tasks: creating multimedia marketing pieces, designing corporate ID packages, writing and directing TV and radio spots, and outsourcing.

EDUCATION

Derry Adult Education, Derry, NH

Completed GED

Granite State College, Concord, NH

Completed coursework towards Business Administration, Mar 1996

Carried 4.0 GPA

Northern Essex Community College, Lawrence, NH

Associates of Science, Nursing , May 2010

Graduated Summa Cum Laude

Franklin Pierce University, Rindge, NH

Bachelor of Science, Nursing, May 2016

Graduated Summa Cum Laude

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna Frizzell, MSN, RN	Director of Home Care & Community Services; Interim Leadership, VNA	\$115,564.80 Annually	0%	0%
Lynda Martin- Heaney, BSN, RN	Clinical Manager	\$83,324.80 Annually	0%	0%

Subject: Partners in Health Family Support Services for Children and Adolescents with CHC (RFP-2018-BDS-01-FAMIL-09)

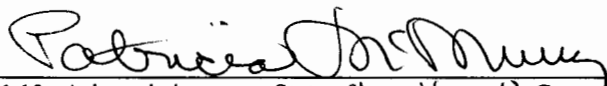
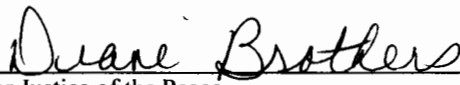
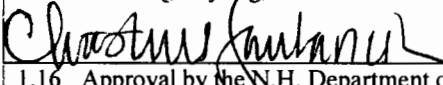
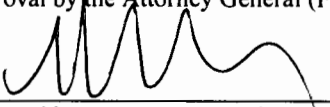
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name White Mountain Community Health Center		1.4 Contractor Address 298 White Mt. Hwy, PO Box 2800 Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900	1.6 Account Number 05-095-093-930010-7858-102-0731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$38,025.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Carroll</u> On <u>7-12-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		DIANE BROTHERS, Notary Public My Commission Expires August 5, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Diane Brothers, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Pade - Attorney On: <u>7/31/17</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 shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall actively participate in regional and statewide initiatives as a Partners in Health (PIH) site in order to maintain and enhance the established system of comprehensive family support services and community/regional resources for children with chronic health conditions (birth to twenty-one (21) years of age) and their families.
- 2.2. The Contractor shall provide services for Region 11, the Conway region. The towns associated with Region 11 are listed in Exhibit K.
- 2.3. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional PIH site in accordance with He-M 523 which includes, but is not limited to:
 - 2.3.1. Assessment.
 - 2.3.2. Planning.
 - 2.3.3. Implementation.
 - 2.3.4. On-going evaluation of services delivered.
- 2.4. The Contractor shall consult with the Department regarding the management of community-based services including, but not limited to:
 - 2.4.1. Planning.
 - 2.4.2. Resource location.
 - 2.4.3. Service design.
 - 2.4.4. Coordination.
- 2.5. The Contractor shall utilize effective and evidence-based family support practices which include, but are not limited to:
 - 2.5.1. Flexible services using the elements of Family Centered Care.

PMc

7-11-17



Exhibit A

- 2.5.2. Strengths-based assessment and planning.
 - 2.5.3. Approaches for behavioral change such as Motivational Interviewing, Coaching, and Person-Centered Planning.
 - 2.5.4. Goal setting using a SMART (Specific, Measurable, Achievable, Realistic, Timely) framework.
 - 2.5.5. Communication with families regarding local and state-wide conferences, trainings and events that could provide useful, ongoing information and interaction.
- 2.6. The Contractor shall implement internal policies, procedures, standards, and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective, and appropriate services in compliance with New Hampshire Law and Administrative Rules.
- 2.7. The Contractor shall advocate for the rights and needs of children who have chronic health conditions and their families which shall include, but not be limited to:
- 2.7.1. Offering supportive listening.
 - 2.7.2. Being available to attend IEP or 504 meetings.
 - 2.7.3. Helping families write grants and apply for Medicaid.
 - 2.7.4. Providing feedback from other families that may be helpful.
 - 2.7.5. Coordinating opportunities for respite.
 - 2.7.6. Empowering families so they are best able to advocate for themselves.
 - 2.7.7. Communicating and collaborating with community partners.
 - 2.7.8. Educating the Family Support Council.
 - 2.7.9. Attending medical appointments.
 - 2.7.10. Assisting families in accessing resources.
- 2.8. The Contractor shall be available for crisis intervention when possible.
- 2.9. The Contractor shall collaborate with and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region which shall include, but not be limited to:
- 2.9.1. Monthly Family Council meetings.
 - 2.9.2. State level coordinators' meetings.
 - 2.9.3. Joint Lead Agency Supervisor and Family Support Coordinator meetings.
 - 2.9.4. Stakeholder meetings.
 - 2.9.5. Early Childhood Collaborative and the Carroll County Collaborative meetings.

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7-11-17



Exhibit A

- 2.9.6. Partnering with agencies that include, but are not limited to:
 - 2.9.6.1. Northern Human Services.
 - 2.9.6.2. The Area Agency.
 - 2.9.6.3. Children Unlimited.
 - 2.9.6.4. Health Families America.
 - 2.9.6.5. Visiting Nurses.
 - 2.9.6.6. Headstart.
 - 2.9.6.7. Local schools.
 - 2.9.6.8. School nurses.
 - 2.9.6.9. Primary care providers in house and in the community.
 - 2.9.6.10. Mental health providers.
 - 2.9.6.11. DCYF.
 - 2.9.6.12. Hospitals.
 - 2.9.6.13. Courts.
- 2.10. The Contractor shall provide educational opportunities to families, and training and support activities to Family Councils.
- 2.11. The Contractor shall work with families to identify priorities and needs while increasing independence in managing their child's chronic health condition.
- 2.12. The Contractor shall refer adolescents to appropriate and available resources, training, and programs that promote information on transitioning and independence.
- 2.13. The Contractor shall respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, the Department, and the stakeholder group incorporating information from the following:
 - 2.13.1. Reviewing the individual requests of families.
 - 2.13.2. Looking for trends in the referrals made to the program.
 - 2.13.3. Using the Community Needs Assessment done by the Memorial Hospital.
 - 2.13.4. Meeting annually with school nurses.
 - 2.13.5. Meeting annually with medical providers.
 - 2.13.6. Meeting routinely with social service agencies..
- 2.14. The Contractor shall participate in the planning, development, and evaluation of program objectives in conjunction with the Department's administrative staff.

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7-11-17



Exhibit A

- 2.15. The Contractor shall participate with the Department in developing, implementing, and revising quality assurance activities and standards of care which include, but are not limited to:
- 2.15.1. State surveys.
 - 2.15.2. Council generated surveys.
 - 2.15.3. Family Support Council feedback.
 - 2.15.4. Supervision of families that includes, but is not limited to:
 - 2.15.4.1. Regular home visits.
 - 2.15.4.2. Annual evaluations.
 - 2.15.4.3. State audits feedback from families and community partners.
 - 2.15.4.4. Monthly review of documentation of family needs assessments.
- 2.16. The Contractor shall provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions with an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.17. The Contractor shall provide intake services by:
- 2.17.1. Contacting the applicant after direct contact or by referral source to schedule a meeting either at the area agency or home.
 - 2.17.2. Describing services, program materials, relevant resources, and providing contact information.
 - 2.17.3. Assisting the applicant with completing the necessary documentation which includes, but is not limited to:
 - 2.17.3.1. Department Application for Services.
 - 2.17.3.2. HIPPA Summary Notice of Privacy Practices.
 - 2.17.3.3. Consent to bill Medicaid if applicable.
 - 2.17.3.4. Acknowledgment of Receipt of Notice of Privacy Practices.
 - 2.17.3.5. Authorization for Use or Disclosure of Protected Health Information.
 - 2.17.4. Determining eligibility per He-M 523 the process of which is:
 - 2.17.4.1. The applicant or family signs a release for the Contractor to contact the most appropriate physician who meets the He-m 523 regulation.
 - 2.17.4.2. This physician is asked to complete a Diagnosis Verification form and return it to the Contractor verifying the child applying for services is eligible.
 - 2.17.4.3. The Contractor reviews the completed form.

PM

7-11-17



Exhibit A

- 2.17.4.4. The Contractor sends a written notice to the applicant informing them if they were found eligible or ineligible for Partners in Health within five (5) days of making the determination.
 - 2.17.4.5. If found ineligible, the Contractor discloses the basis for denial in the written notice, including specific reasons, and advises the applicant, in writing and verbally, of the appeal rights under He-M 523.12.
 - 2.17.4.6. Eligibility is re-determined annually.
- 2.18. The Contractor shall provide family support services including, but not limited to:
- 2.18.1. Using a Needs Assessment, which is reviewed with the family upon intake and is used to identify and assess needs and care of the child.
 - 2.18.2. Assisting the family with evaluating Strengths, Needs and Goals pertinent to the chronic illness including, but not limited to needs such as:
 - 2.18.2.1. Medical, health, and insurance.
 - 2.18.2.2. Community, transition, and independence
 - 2.18.3. Assisting children, youth, and families to care for their chronic health conditions by accessing financial, educational, training, and other resources and services needed to monitor, assess and respond to the chronic health conditions, as well as accessing services and grants, and locating donations of goods.
 - 2.18.4. Providing financial assistance based on the needs of the family. The use of funds is regulated by by-laws established by the Family Support Council in accordance with He-M 523.07.
- 2.19. The Contractor shall assist the child/youth and their family with meeting goals by:
- 2.19.1. Applying interpersonal skills and a strength and asset-based focus.
 - 2.19.2. Listening to the needs and concerns of the family and engaging with the family in an empathetic manner while treating them with dignity and respect.
 - 2.19.3. Focusing on the strengths of the family and acknowledging their ability to achieve and learn new skills.
 - 2.19.4. Applying participatory practices by following the choices of the family which is implemented by:
 - 2.19.4.1. Providing families with all information in ways that best match their processing style.
 - 2.19.4.2. Encouraging families to make choices that enhance their capabilities to actively participate in desired outcomes.
 - 2.19.4.3. Supporting the family's decisions and cultural needs.
 - 2.19.5. Collaborating with families in individualized ways that offer help that is responsive to each family's interest while working collaboratively with family members to address needs and desires.

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Exhibit A

- 2.20. The Contractor shall ensure the Lead Agency Supervisor shall provide appropriate supervision to the PIH Family Support Coordinator (FSC) including, but not limited to:
- 2.20.1. Routine phone or in person meetings, at least monthly.
 - 2.20.2. Annual performance evaluations that incorporates feedback from the PIH Program Manager.
 - 2.20.3. Corrective Action development and oversight when an FSC does not meet role responsibilities, or the site is not in compliance with He-M 523 or contract expectations.
- 2.21. The Contractor shall ensure that the Lead Agency Supervisor attends the Lead Agency Meetings quarterly and other meetings which provide opportunities to provide input on best practices, areas of concern, and regulations for the implementation of services.
- 2.22. The Contractor shall ensure staff participation in trainings and meetings including, but not limited to:
- 2.22.1. PIH staff orientation.
 - 2.22.2. Database training.
 - 2.22.3. FSC monthly meetings.
 - 2.22.4. Other training, technical assistance, supervision and evaluation related activities as identified by the Department designee.
- 2.23. The Contractor shall conduct a self-assessment of quality and develop a Continuous Quality Improvement (CQI) Plan based on the results annually.
- 2.24. The Contractor shall coordinate a system of integrating public and private funding to support the needs of children and their families enrolled in the Partners in Health program which includes, but is not limited to:
- 2.24.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.24.2. Developing and accessing an array of private funding to include grants, donations, and fundraising.

3. Staffing

- 3.1. The Contractor shall employ one (1) Lead Agency Supervisor who is in a position within the agency to have reasonable supervisory capacity over the FSC.
- 3.2. The Contractor shall employ at least one (1) full-time PIH Family Support Coordinator (FSC). Full-time is a minimum of thirty-five (35) hours per week.
- 3.2.1. The Contractor shall ensure that all FSCs have at least an Associate's Degree from an accredited program in a field of study related to health or social services, with at least one (1) year of corresponding experience.

SMC



Exhibit A

- 3.2.2. The Contractor shall make a request in writing to the Department before hiring new FSCs that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience, and/or additional training.
- 3.2.3. The Contractor shall recruit for the FSC positions, in the event of a vacancy. The Department will maintain final approval in the selection process.
- 3.2.4. The Contractor shall notify the Department in writing at least one (1) week prior to the start date for a new FSC and the end date of employment, if they leave the position. Information submitted with this notification shall include, but not be limited to:
 - 3.2.4.1. Full name with middle initial.
 - 3.2.4.2. Official start date or end date.
 - 3.2.4.3. A work phone number and email.
 - 3.2.4.4. Resume (only for start date).

4. Reporting

- 4.1. The Contractor shall provide data for monthly reports, using the PIH Database which shall include, but not be limited to:
 - 4.1.1. The unduplicated number and demographic characteristics of each client receiving services, and insurance status.
 - 4.1.2. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following month.
 - 4.1.3. Assessment of client needs and individual goals, referrals, encounters, financial support, progress notes.
 - 4.1.4. Third-party funding including goods, funds and in kind donations and impact on family supports provided.
- 4.2. The Contractor shall provide annual reports using the Department template which include, but are not limited to:
 - 4.2.1. Quality assurance activities.
 - 4.2.2. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 4.2.3. Overall progress toward program goals and supporting statistical information.
 - 4.2.4. Program effectiveness.
 - 4.2.5. Future plans or goals.

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Exhibit A

- 4.3. The Contractor shall ensure that data is inputted in a timely manner into the Department database system. Additional information may be requested by the Department at any time during the contract period.

5. Information Security Requirements

- 5.1. The Contractor shall sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system. This will be completed prior to system access being authorized, and on a regular basis as requested by the Department.
- 5.2. The Contractor shall maintain proper security and privacy controls on its systems used to connect to the NH State network and systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including, but not limited to:
- 5.2.1. CMS Federal regulations.
 - 5.2.2. HIPAA/HITECH.
 - 5.2.3. RSA 359c.
- 5.3. The Contractor shall ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 5.4. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data including, but not limited to:
- 5.4.1. Flash drive.
 - 5.4.2. Disk.
 - 5.4.3. Paper.
- 5.5. The Contractor shall provide to the Department, on an annual basis, a written attestation of HIPAA security compliance, which will demonstrate that proper operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors.
- 5.6. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and media; and will obtain written certification for any State data destroyed by the Contractor or any Subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 5.7. The Contractor shall ensure that electronic media containing Department data, when no longer in use, is rendered unrecoverable via a secure wipe program in

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Exhibit A

accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

- 5.8. The Contractor may be required to submit additional documentation when using third-party service providers to create, collect, access, transmit, or store State of NH data.

6. Performance Measures

- 6.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 6.1.1. Eighty percent (80%) of enrolled children shall have an individualized care plan identifying strengths, needs, and goals entered into the PIH database at the time of enrollment and updated annually.
 - 6.1.2. The Contractor shall initiate contact with a child's parent/caregiver within thirty (30) days of the receipt of an application for intake or referral.
 - 6.1.3. Audits of the encounter data in the PIH database will demonstrate one hundred percent (100%) compliance with guidance regarding transition readiness of youth.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA #93.667), US Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Social Services Block Grant, Federal Award Identification Number (FAIN), (G-1701NHSOSR).
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. Invoices shall be mailed to:

Department of Health and Human Services
Special Medical Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

OR can be emailed to:

Email address: robin.hlobeczy@dhhs.nh.gov
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
 - 2.7. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A – Scope of Services.
 - 2.8. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and youth with chronic health conditions served under this Agreement. In cases where the Contractor has billed for

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Exhibit B

services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed \$40,443.00 for the State Fiscal Year.

3. The Contractor shall utilize \$20,000 of the contract budget for "Flex Funds" which are defined as funding of family support services and activities. Flex fund usage shall be supported by child specific documentation in the needs and goals sections of the Partners in Health (PIH) database. Up to \$6,000 of Flex Funds may be directed toward PIH Family Council Activities.
4. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Partners in Health Family Support Services for Children and Adolescents with Chronic Health Conditions

Budget Period: July 1, 2017-June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 40,399.00	\$ -	\$ 40,399.00	\$ -	\$ 24,036.00	\$ -	\$ 24,036.00
2. Employee Benefits	\$ 12,690.00	\$ -	\$ 12,690.00	\$ -	\$ 12,690.00	\$ -	\$ 12,690.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,359.00	\$ -	\$ 1,359.00	\$ -	\$ 609.00	\$ -	\$ 609.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses (PIH Direct Use Line)	\$ 1,156.00	\$ -	\$ 1,156.00	\$ -	\$ 1,156.00	\$ -	\$ 1,156.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00
Insurance	\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00
DSL of PIH (Internet Video Conf)	\$ 912.00	\$ -	\$ 912.00	\$ -	\$ -	\$ 912.00	\$ 912.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 279.00	\$ -	\$ 279.00	\$ -	\$ 279.00	\$ -	\$ 279.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00
13. Other (Flex Funds Re-Imbursements):	\$ 91.00	\$ -	\$ 91.00	\$ -	\$ 91.00	\$ -	\$ 91.00
G.M. - Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 76,886.00	\$ 2,250.00	\$ 79,136.00	\$ 2,250.00	\$ 38,861.00	\$ 2,250.00	\$ 41,111.00
Indirect As A Percent of Direct		2.9%				0.0%	

Contractor Initials: *JMS*
Date: 7-11-17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for up to one (1) additional year, 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



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: White Mountain
Community Health Center

Patricia Mc Murry
Name: Patricia Mc Murry
Title: Executive Director

7-11-17
Date



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: *White Mountain
Community Health Center*

Patricia O'Malley
Name: *Patricia O'Malley*
Title: *Executive Director*

7-11-17
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 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: White Mountain Community Health Center

7-11-17
Date

Patricia De Murry
Name: Patricia De Murry
Title: Executive Director

Contractor Initials DM
Date 7-11-17



**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

pm

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.

7-11-17
Date

Contractor Name: White Mountain
Community Health Center
Patricia Mc Murray
Name: Patricia McMurray
Title: Executive Director

Exhibit G

Contractor Initials PM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

7-11-17
Date

Contractor Name: White Mountain
Community Health Center
Patricia McMurry
Name: Patricia McMurry
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

PM

7-11-17



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

SMC

7-1-17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

DM

7-11-17



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JM

7-11-17



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

White Mountain Community Health Center
Name of the Contractor

Christine Santanello
Signature of Authorized Representative

Patricia McMurry
Signature of Authorized Representative

Christine Santanello
Name of Authorized Representative

Patricia McMurry
Name of Authorized Representative

BDS Director
Title of Authorized Representative

Executive Director
Title of Authorized Representative

7/17/17
Date

Patricia McMurry
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: White Mountain Community Health Center

Patricia McMurphy
Name: Patricia McMurphy
Title: Executive Director

7-11-17
Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 030049048
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Region 11
Conway
Albany
Bartlett
Brookfield
Chatham
Conway
Eaton
Effingham
Freedom
Harts location
Jackson
Madison
Moultonboro
Ossipee
Sandwich
Tamworth
Tuftonboro
Wakefield
Wolfeboro

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 WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed June 1, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of May A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Janice Spinney, Secretary, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of White Mountain Community Health Center.
(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 1/26/2017.
(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 11 day of July, 2017.
(Date Contract signed)

4. Patricia McMurry is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janice Spinney
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 11th day of July, 2017.

By Janice Spinney
(Name of elected Officer of the Agency)

Diane Brothers
(Signature of Notary Public)

Commission Expires: _____
DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2017

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 Noyes Hall & Allen Insurance www.noyeshallallen.com 170 Ocean Street, PO Box 2403 South Portland, ME 04116-2403 Thomas P. Noyes, CPCU	CONTACT NAME: Thomas P. Noyes, CPCU PHONE (A/C, No., Ext): 207-799-5541 FAX (A/C, No): 207-767-7590 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Medical Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED White Mountain Community Health Center 298 White Mountain Highway North Conway, NH 03818	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NH HCP 004254	01/01/2017	01/01/2018	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 \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10000		NH UMB 004256	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Med Prof Liab Claims Made		NH HCP 004254	01/01/2017	01/01/2018	Each Loss \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
DHHS123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
DHHS Contracts and Procurement 129 Pleasant Street Concord, NH 03301	AUTHORIZED REPRESENTATIVE <i>Shirley Guignon</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2017

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 Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Heather Clement PHONE (A/C, No. Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: HClement@chalmersInsuranceGroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co.</td> <td></td> <td>25658</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Indemnity Co.		25658	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED WHITE MOUNTAIN COMMUNITY HEALTH CENTER PO BOX 2800 CONWAY NH 03818																					

COVERAGES CERTIFICATE NUMBER: 2017 WC Only 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																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB6G264175	1/1/2017	1/1/2018	<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td></td> <td>100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td></td> <td>100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td></td> <td>500,000</td> </tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$		100,000	E.L. DISEASE - EA EMPLOYEE	\$		100,000	E.L. DISEASE - POLICY LIMIT	\$		500,000
	PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$		100,000																			
E.L. DISEASE - EA EMPLOYEE	\$		100,000																			
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)
RE: DHHS-Contract Unit
Primary Care

CERTIFICATE HOLDER DHHS Contracts & Procurement 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 H Clement/HEATHE
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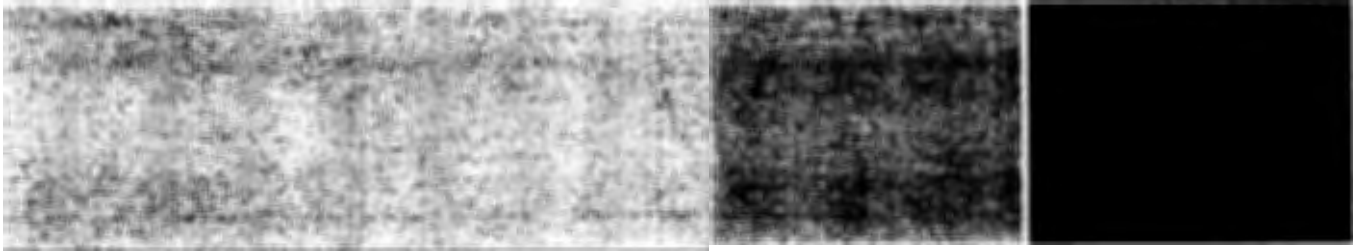


Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Mission Statement

White Mountain Community Health Center provides comprehensive, high-quality primary care services and health education on a sustainable basis to women, men and children in the Mount Washington Valley community regardless of ability to pay.



WHITE MOUNTAIN COMMUNITY HEALTH CENTER

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets, 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. 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.

Board of Directors
White Mountain Community Health Center
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
August 25, 2016

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash	\$ 219,279	\$ 230,057
Patient accounts receivable, less allowance for uncollectible accounts of \$17,862 in 2016 and \$31,172 in 2015	87,519	74,128
Other receivables	91,388	33,580
Prepaid expenses	<u>28,618</u>	<u>29,908</u>
Total current assets	426,804	367,673
Long-term investments	230,317	236,512
Assets limited as to use	22,593	30,914
Property and equipment, net	<u>135,384</u>	<u>189,361</u>
Total assets	<u>\$ 815,098</u>	<u>\$ 824,460</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 13,781	\$ 14,531
Accrued payroll and related amounts	57,712	60,328
Deferred revenue	<u>74,822</u>	<u>30,025</u>
Total current liabilities and total liabilities	<u>146,315</u>	<u>104,884</u>
Net assets		
Unrestricted	646,190	688,662
Temporarily restricted	<u>22,593</u>	<u>30,914</u>
Total net assets	<u>668,783</u>	<u>719,576</u>
Total liabilities and net assets	<u>\$ 815,098</u>	<u>\$ 824,460</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted revenues, gains, and other support		
Patient service revenue	\$ 838,478	\$ 865,501
Provision for bad debts	<u>(15,500)</u>	<u>(26,906)</u>
Net patient service revenue	822,978	838,595
Government and private grants	558,244	525,221
In-kind contributions	59,004	59,004
Other operating revenue	12,897	20,041
Net assets released from restrictions for operations	<u>4,185</u>	<u>5,208</u>
Total unrestricted revenues, gains, and other support	<u>1,457,308</u>	<u>1,448,069</u>
Operating expenses		
Salaries and benefits	1,033,207	1,025,793
Professional fees and contract services	133,328	145,445
Other operating expenses	205,404	205,750
Program supplies	74,157	85,050
Depreciation	67,512	45,872
In-kind contribution expenses	<u>59,004</u>	<u>59,004</u>
Total expenses	<u>1,572,612</u>	<u>1,566,914</u>
Operating loss	<u>(115,304)</u>	<u>(118,845)</u>
Other revenue and gains (losses)		
Investment income	4,715	2,231
Contributions	61,582	70,709
Change in fair value of investments	<u>(7,100)</u>	<u>(714)</u>
Total other revenue and gains (losses)	<u>59,197</u>	<u>72,226</u>
Deficit of revenues over expenses	(56,107)	(46,619)
Net assets released from restrictions for capital acquisition	<u>13,635</u>	<u>37,000</u>
Decrease in unrestricted net assets	\$ <u>(42,472)</u>	\$ <u>(9,619)</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Deficit of revenues over expenses	\$ (56,107)	\$ (46,619)
Net assets released for capital acquisition	<u>13,635</u>	<u>37,000</u>
Change in unrestricted net assets	<u>(42,472)</u>	<u>(9,619)</u>
Temporarily restricted net assets		
Contributions	9,499	53,983
Net assets released for capital acquisition	(13,635)	(37,000)
Net assets released for operations	<u>(4,185)</u>	<u>(5,208)</u>
Change in temporarily restricted net assets	<u>(8,321)</u>	<u>11,775</u>
Change in net assets	(50,793)	2,156
Net assets, beginning of year	<u>719,576</u>	<u>717,420</u>
Net assets, end of year	<u>\$ 668,783</u>	<u>\$ 719,576</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

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	\$ (50,793)	\$ 2,156
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	67,512	45,872
Provision for bad debts	15,500	26,906
Restricted contributions	(9,499)	(53,983)
Change in fair value of investments	7,100	714
(Increase) decrease in		
Patient accounts receivable	(28,891)	(29,306)
Other receivables	(57,808)	49,945
Prepaid expenses	1,290	(8,164)
Increase (decrease) in		
Accounts payable and accrued expenses	(750)	(40,466)
Accrued payroll and related expenses	(2,616)	(27,336)
Deferred revenue	<u>44,797</u>	<u>(12,270)</u>
Net cash used by operating activities	<u>(14,158)</u>	<u>(45,932)</u>
Cash flows from investing activities		
Decrease (increase) in assets limited as to use	7,416	(14,552)
Capital expenditures	<u>(13,535)</u>	<u>(36,800)</u>
Net cash used by investing activities	<u>(6,119)</u>	<u>(51,352)</u>
Cash flows from financing activities		
Restricted contributions	<u>9,499</u>	<u>53,983</u>
Net cash provided by financing activities	<u>9,499</u>	<u>53,983</u>
Net decrease in cash	(10,778)	(43,301)
Cash, beginning of year	<u>230,057</u>	<u>273,358</u>
Cash, end of year	<u>\$ 219,279</u>	<u>\$ 230,057</u>

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire.

The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway and surrounding communities.

On October 24, 2014, the Center's bylaws were modified, removing the sole member of the Center from Mt. Washington Valley Development Foundation (the Foundation). The change eliminated the legal affiliation with the Foundation. The Center continues to maintain strong functional relationships with The Memorial Hospital (TMH) and other healthcare providers in the area, providing an integrated network of patient services.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax positions and concluded that the Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Center's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 31,172	\$ 25,366
Provision for bad debts	15,500	26,906
Write-offs	<u>(28,810)</u>	<u>(21,100)</u>
Balance, end of year	<u>\$ 17,862</u>	<u>\$ 31,172</u>

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The different between the full grant awards and the amount received to date is recognized as a receivable. The different between the full grant award and the amount earned to date is reported as deferred revenue.

Investments

The Center reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses to simplify the presentation of these accounts in the statement of operations unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited As To Use

Assets limited as to use is comprised of donor-restricted cash contributions.

Cash and cash equivalents included in assets limited as to use are excluded from cash for cash flow purposes.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center have been limited by donors to a specific time period or purpose and include the change in fair value on permanently restricted investments until appropriated by the Board of Directors.

Permanently restricted net assets have been restricted by donors to be maintained by the Center in perpetuity. For the years ended June 30, 2016 and 2015, there were no permanently restricted net assets.

Patient Service Revenue

Charges for services to patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets to the Center are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the 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 statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

2. Investments

Investments are stated at fair value and consisted of the following:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 27,291	\$ 26,766
Marketable equity securities	13,090	13,622
Mutual funds	<u>189,936</u>	<u>196,124</u>
Total investments	<u>\$ 230,317</u>	<u>\$ 236,512</u>

Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Center's investments is measured on a recurring basis using Level 1 inputs.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

3. Property and Equipment

A summary of property and equipment is as follows:

	<u>2016</u>	<u>2015</u>
Building improvements	\$ 28,879	\$ 19,379
Furniture	44,855	44,855
Equipment	<u>430,592</u>	<u>426,557</u>
Total cost	504,326	490,791
Less accumulated depreciation	<u>(368,942)</u>	<u>(301,430)</u>
Property and equipment, net	<u>\$ 135,384</u>	<u>\$ 189,361</u>

4. Line of Credit

The Center has a \$100,000 available line of credit with a bank. Interest on borrowings is charged at prime plus 2%. The credit line expires September 30, 2020. There was no outstanding balance for the years ended June 30, 2016 and 2015.

5. Patient Service Revenue

A summary of patient service revenue by payer is as follows:

	<u>2016</u>	<u>2015</u>
Medicaid	\$ 452,515	\$ 546,550
Medicare	39,932	37,698
Third-party insurance	220,377	163,950
Patient pay	<u>125,654</u>	<u>117,303</u>
Total	<u>\$ 838,478</u>	<u>\$ 865,501</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center believes that it is in substantial compliance with all applicable laws and regulations. However, 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 patient service revenue in the year that such amounts become known.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The Center recorded a favorable change in Medicaid revenue from retroactive rate adjustments amounting to \$11,509 in 2016 and \$91,813 in 2015.

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Center's charity care policy amounted to \$76,193 in 2016 and \$194,162 in 2015.

The Center is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to \$16,930 in 2016 and \$16,538 in 2015.

7. Functional Expenses

The Center provides general healthcare services to residents within its geographic location. Expenses related to providing these services were as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 1,318,443	\$ 1,317,142
General and administrative	<u>254,169</u>	<u>249,772</u>
Total	<u>\$ 1,572,612</u>	<u>\$ 1,566,914</u>

8. Concentration of Risk

The Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2016, Medicaid represented 40% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

9. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2016 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Donations In-Kind

TMH provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to \$59,004 for the years ended June 30, 2016 and 2015.

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of \$80,000 for the years ended June 30, 2016 and 2015.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through August 25, 2016, which is the date the financial statements were available to be issued.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Board of Directors 2017

Carol Hastings, President

Scott McKinnon, Vice President

Janice Spinney, Secretary

Angela Zakon, Treasurer

Amy Carter

Peter Champagne

Leslie Leonard (Ex-Officio)

Michelle O'Donnell

Laura Costello

Jamie Gemmiti

Christie Mackie

Sara Moore

ACCOUNTING OFFICE ASST (Seasonal Employ) (2002-'03 & 2003-'04) (2008-'09 & 2009-'10 & 12/05/2011 – 03/29/2013)

Shawnee Peak Holdings Inc

Bridgton, ME

Intermittantly while employed by the above two businesses, I also held the position of accounting assistant and later as night auditor for a local ski resort. Responsibilities were: Assisted CFO with all daily reporting functions, processed A/P's, assisted with HR functions and delivery of bi-weekly payroll. Developed multi-sheet spreadsheet for effectively getting all cash intake accounted for and distributed to appropriate ledger accounts for financial reporting. As night auditor during the 2008 – '10 work years I balanced down all profit centers reportable to CFO for next day processing & financial reporting. Recent seasonal employment from December 2012 through March 28, 2013 was again in the position of accounting assistant to Jen Holden. I assisted with personnel maintenance, payroll and the same various others functions that I have performed for them during previous seasonal work

ACCOUNTING ASSOCIATE (02/92 - 06/99)

Tower Automotive., Inc.

Traverse City, MI

Held the position of payroll processor, producing payroll for approximately 400 colleagues for two different payroll classifications –hourly paid bi-weekly & management paid semi-monthly. Responsible for maintaining all employee files, inputting time worked to transmit to ADP (outside payroll service), process and deliver payroll, keep related updates, schedules & personnel records, reconcile/maintain 401k loan accts, make all payroll journal entries to general ledger, plus various other activities, provided support for other accounting & human resource functions.

FINANCIAL DIRECTOR/OFFICE MANAGER (08/90 - 11/91)

The Paper Company

Traverse City, MI

Conducted all internal record keeping, journalizing & posting of financial activity. Prepared internal support data for compilation of financial reports. Maintained accurate & thorough records while the company was experiencing distressful situations & a change in ownership. This included aborting and/or switching the organizations 2,000 – 2,500 A/R's to three different systems within a seven month period.

FINANCIAL DIRECTOR/OFFICE MANAGER (04/86 - 08/90)

Alpha's of Michigan, Inc.

Traverse City, MI

Oversaw all financial & operational matters pertaining to the Northern Michigan business office. Supervised staff of seven. Maintained personnel & financial records. Interviewed & hired staff. Assisted marketing & sales department. Promoted positive customer relations.

OFFICE DIRECTOR/MANAGER

(07/79 - 04/86)

Mainstream Sports, Inc.

Traverse City, MI

Maintained all financial records. Produced budget work-ups. Conducted departmental profitability analysis. Designed business projection plans. Implemented cash flow

scheduling. Performed all tax reporting duties. Initiated loan applications for business expansion. Assisted customers.

PAYROLL CLERK

(07/78 - 06/79)

Munson Medical Center

Traverse City, MI

Prepared payroll for 1,000 employees. Performed profile adjustments & changes. Produced wage distribution reports. Initiated tax reports. Maintained personnel files. Assisted with employment procedures

HEAD BOOKKEEPER

(11/72 - 06/77)

Tom's Food Markets, Inc.

Traverse City, MI

Administered payroll. Maintained personnel records. Oversaw A/R's & A/P's. Produced store reports. Performed check register balancing. Initiated misc reporting & computation. Assisted customers.

OVERVIEW: I have a very impressive work ethic as depicted in my employment history. Besides the listing above, I also seasonally worked a third job as night auditor for a local ski resort. My adaptability to any situation touts employability. I'm a good organizer with strong self-management capabilities.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

TITLE: PIH Family Support Coordinator

POSITION SUPERVISED: None

SUPERVISED BY: Pediatric/Adult Social Worker

FAIR LABOR STANDARDS ACT: Non-exempt

OSHA RATING: 2: little exposure to blood borne pathogens

PRIMARY RESPONSIBILITIES

80% of time is to be used in directly supporting families:

- Intake, referrals, and education about PIH
- Assist families to identify and assess their needs and goals
- Develop action plans to meet needs and goals
- Help families access education, information, training and resources surrounding healthcare
- Advocate for families and consults with other agencies, schools and care providers
- Seek alternative sources of financial support and/or provide flexible funds as appropriate
- Empower families by encouraging and supporting them in building both informal and formal support systems
- Act as a resource to families
- Maintain HIPPA standards of confidentiality

20% of time is to be used in other activities:

- Assist the Family Council by coordinating meetings, providing up to date information, and participating in other activities requested by the council.
- Helps the program/council identify community needs and create or enhance resources and activities for these families and raise community awareness.
- Collaborate with the Family Council and WMCHC to raise funds and write grants for funds.
- Serve as a liaison between council and WMCHC
- Attends statewide Family Support Coordinator's meetings and trainings.
- Is integral to the evaluation process of the program.
- Develop and maintain good working relationships with the community, SMS, and WMCHC team members.

BEHAVIORAL COMPONENTS

This position requires that the individual be personable, pleasant and courteous. Also required is a person who has effective communication with the public co-workers. She will be a good listener and problem solver.

The position requires a person who is flexible and remains calm in difficult situations. Dependability, honest and being committed to assisting patients and staff are traits required as well. The person must drive to patient homes; arrange meetings at the health center and attend staff and supervisory meetings. The individual may, on occasion, be required to work over standard hours for this position. The PIH person works in the field alone most of the time. Her supervisor may at times accompany her to home visits.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and speak or listen. The employee is required to use hands to finger, handle or feel objects, tools or controls. The employee is required to stand, walk, reach with hands and arms, climb or balance, and stoop, kneel or crouch. The employee must occasionally lift and/or move up to ten pounds. The employee is regularly required to perform repetitive motions. The worker is not substantially exposed to adverse environmental conditions.

Visual Demands

A minimum standard for use with those who operate cars. The employee must have clarity of vision of twenty inches or less for computer inputting.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and speak or listen. The employee is required to use hands to finger, handle or feel objects, tools or controls. The employee is required to stand, walk, reach with hands and arms, climb or balance, and stoop, kneel or crouch. The employee must occasionally lift and/or move up to ten pounds. The worker is not substantially exposed to adverse environmental conditions.

Qualifications:

A PIH coordinator shall have at least an associate's degree from an accredited program in a field related to health or social services. At least a year of corresponding experience is required.

_____ Date: _____

**WHITE MOUNTAIN COMMUNITY HEALTH CENTER
JOB DESCRIPTION**

TITLE: Social Worker – Child Health Program
(Supervisor)
POSITION SUPERVISED: None
SUPERVISED BY: Director of Clinical Services
FAIR LABOR STANDARDS ACT: Exempt
OSHA RATING: 2; little exposure to blood borne pathogens

AUTHORITY: The Social Worker for the child health program is responsible for providing social work counseling including psychosocial assessments, counseling sessions and home visits. The Child Health Social Worker will ensure that counseling includes but is not limited to parenting skills, child development, development of future socioeconomic plans, and relationship with family and significant others, coping strategies for stress reduction, and referrals as needed. Assists families with Medicaid applications and completes registration/Intakes with new families. It is the responsibility of the Child Health Social Worker to coordinate all referrals made to outside providers for all patients and document as per procedure. It is also the responsibility of the Social Worker to supervise the PIH program, including budgetary responsibility.

PRIMARY RESPONSIBILITIES:

- ~ Demonstrates an understanding of the WMCHC's vision and mission, communicates it to staff and acts in accordance with it.
- ~ Provides social work component of agency work plan (reference Exhibit A of BMCH contract).
- ~ Provides educational information through individual consultations, group discussions and written materials on child development, parenting, family issues and community resources.
- ~ Develops social services plan -makes referrals and follows-up with families at risk (in clinic/office and home setting)
- ~ Participates with child health team to provide overall care.
- ~ Coordinates community social services resources for families (i.e. schools, DCYF, CAP, RSVP, CCMH)
- ~ Performs psychosocial assessments at 15 month and 3 year well child visits, or more frequently if needed.
- ~ Obtains transportation, and arranges funding for WMCHC patients that need assistance with transportation to WMCHC or to other healthcare providers.
- ~ Coordinates all referrals to outside providers for all WMCHC patients.
- ~ Responsible for documentation of services provided.
- ~ Charge for all billable patient activity.
- ~ Supervision of PIH program, including budgetary responsibility.
- ~ Attends staff meetings and others as agreed to by Clinical Director.
- ~ Performs other duties as assigned by the Director of Clinical Services and Executive Director.

BEHAVIORAL COMPONENTS:

The Social Worker for the child health program must be a sensitive, conscientious, competent and caring individual, who respects the dignity of each client, and has the ability to communicate effectively with patients and co-workers. This position requires a person who is flexible and able to work with all types of individuals. He/she must be perceptive, and must be knowledgeable and aware of boundary issues as well as the importance and necessity of confidentiality regarding patients. The

Social Worker for the child health program must be a team player that presents a positive and professional image of the White Mountain Community Health Center. He/she must be dependable and committed to assisting patients in the pursuit of good health and healthy choices, and resourceful and innovative in pursuing that goal.

Knowledge, Skills and Abilities:

Must have knowledge of federal, state, and community resources.

Ability to work closely with local hospitals, consulting physicians, WIC, medical community, school systems and families.

Must possess supervisory skills and leadership qualities.

Individuals must possess the knowledge, skill and ability or be able to explain and demonstrate that the individual can perform the primary functions of the job, with or without reasonable accommodation, using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices, to safely perform the primary functions of the job.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and speak or listen. The employee frequently is required to use hands to finger, handle or feel objects, tools or controls. The employee is required to stand, walk, reach with hands and arms, climb or balance, and stoop, kneel or crouch. The employee must occasionally lift and/or move up to ten pounds.

The worker is not substantially exposed to adverse environmental conditions.

Visual Demands:

Minimum standard used for those who operate cars. The employee must have clarity of vision of twenty inches or less for computer inputting.

EOE Statement:

White Mountain Community Health Center is an equal opportunity employer (EOE) and considers all applicants without regard to race, color, gender, age, religion, sexual orientation, national origin, disability, veteran status, or any other classification protected by state, federal or local law.

QUALIFICATIONS:

Education: MSW or Bachelors degree and significant related experience.

Experience: Prior professional experience in social work with knowledge in family development, home visiting and/or maternal and child health services.

I have read the above job description and understand my duties and responsibilities as described herein.

Name

10/27/06

Date

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

FY18 (July 1, 2017 through June 30, 2018)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
VACANT	Supervisor – PIH Coordinator	\$21,414.12	00%	\$ 0.00
VACANT	PIH Coordinator	\$35,417.20	47%	\$16,363.00
Roberts, Carol	Finance Manager	\$36,329.20	00%	\$ 0.00