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

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Director

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November 7, 2016

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

REQUESTED ACTION

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

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

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

FISCAL DETAILS ATTACHED

EXPLANATION

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

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

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

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

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

Area Served: Statewide

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

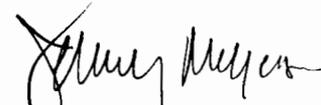
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maureen U. Ryan
Director

Approved by:



Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

SFY17 Q3-Q4, SFY 2018 and SFY 2019

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

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

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|-------------------|-----------------------|
| Total 9565 | \$4,132,439.82 |
|-------------------|-----------------------|

**05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT AND COUNSELING (50%
(50% Federal Funds; 50% General Funds)**

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|-------------------|---------------------|
| Total 6180 | \$930,039.00 |
|-------------------|---------------------|

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

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|-------------------|--------------------|
| Total 9255 | \$77,091.00 |
|-------------------|--------------------|

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

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

| Class/Account | Class Title | State Fiscal Year | Budget |
|---------------|-------------|-------------------|--------|
|---------------|-------------|-------------------|--------|

| | | | |
|------------|------------------|-----------------|--------------------|
| 570-500928 | Family Caregiver | 2017 | \$27,000.00 |
| | | Subtotal | \$27,000.00 |

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|---------------------------|---------------------|
| Total 7872-072-545 | \$224,000.00 |
|---------------------------|---------------------|

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

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|-------------------|--------------------|
| Total 8925 | \$90,663.75 |
|-------------------|--------------------|

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

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|------------------------|---------------------|
| Total 3317 SMPP | \$173,505.20 |
|------------------------|---------------------|

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

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | |
|-------------------|--------------------|
| Total 8888 | \$99,804.79 |
|-------------------|--------------------|

Summary by Vendor by Year

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

| | State Fiscal Year | Budget |
|--|-------------------|---------------------|
| | 2017 | \$184,620.51 |
| | 2018 | \$348,262.63 |
| | 2019 | \$87,413.48 |
| | Subtotal | \$620,296.62 |

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

| | State Fiscal Year | Budget |
|--|-------------------|---------------------|
| | 2017 | \$125,234.28 |
| | 2018 | \$235,251.96 |
| | 2019 | \$59,011.20 |
| | Subtotal | \$419,497.44 |

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

| | State Fiscal Year | Budget |
|--|-------------------|-----------------------|
| | 2017 | \$305,533.84 |
| | 2018 | \$572,717.84 |
| | 2019 | \$143,479.58 |
| | Subtotal | \$1,021,731.26 |

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

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

| | | | |
|--|--|-----------------|--------------|
| | | Subtotal | \$768,820.10 |
|--|--|-----------------|--------------|

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

| | | State Fiscal Year | Budget |
|--|--|--------------------------|---------------------|
| | | 2017 | \$182,049.02 |
| | | 2018 | \$347,452.27 |
| | | 2019 | \$87,904.68 |
| | | Subtotal | \$617,405.97 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| | | State Fiscal Year | Budget |
|--|--|--------------------------|---------------------|
| | | 2017 | \$246,097.75 |
| | | 2018 | \$468,814.03 |
| | | 2019 | \$118,214.87 |
| | | Subtotal | \$833,126.65 |

Monadnock Collaborative (Vendor # 159303)

| | | State Fiscal Year | Budget |
|--|--|--------------------------|-----------------------|
| | | 2017 | \$319,210.40 |
| | | 2018 | \$610,999.19 |
| | | 2019 | \$154,860.05 |
| | | Subtotal | \$1,085,069.64 |

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

| | | State Fiscal Year | Budget |
|--|--|--------------------------|---------------------|
| | | 2017 | \$106,170.80 |
| | | 2018 | \$203,756.51 |
| | | 2019 | \$51,668.57 |
| | | Subtotal | \$361,595.88 |

| | | |
|--------------------------|------|-----------------------|
| Grand Total SFY17 | 2017 | \$1,713,808.74 |
| Grand Total SFY18 | 2018 | \$3,207,448.54 |
| Grand Total SFY19 | 2019 | \$806,286.28 |
| Total Contract | | \$5,727,543.33 |



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

Improving Access to Information & Services for
Individuals & Families Needing Long Term
Supports & Services: NH ServiceLink

RFP-2017-OHS-01-SERVI

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Behavioral Health & Developmental Services Strafford Co. dba Community Partners
2. Community Action Program Belknap-Merrimack Counties, Inc.
3. Crotched Mountain Community Care, Rockingham County ServiceLink
4. Easter Seals New Hampshire, Inc.
5. Grafton County Senior Citizen Council, Inc.
6. Lakes Region Partnership for Public Health dba Partnership for Public Health, Belknap County
7. Lakes Region Partnership for Public Health dba Partnership for Public Health, Carroll County
8. Monadnock Collaborative, Monadnock Region
9. Monadnock Collaborative, Sullivan County
10. Tri-County CAP, Inc.

1. Jean Crouch, Supervisor VII, DEAS
2. Karol Dermon, Program Specialist IV, DEAS
3. Jan Fiske, Client Services, LTC Family Services Specialist
4. Tracey Tarr, Administrator II, Elderly & Adult Svcs, DHHS
5. Mary Callise, Senior Finance Director, OCOM DHHS
6. Laurie Heath, Business Administrator II, DEAS
7. Beth Kelly, Administrator II, OCOM Finance
- 8.
- 9.

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 600 | 390 |
| | 600 | 570 |
| | 600 | 550 |
| | 600 | 370 |
| | 600 | 545 |
| | 600 | 570 |
| | 600 | 570 |
| | 600 | 473 |
| | 600 | 473 |
| | 600 | 340 |

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

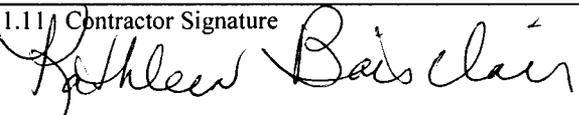
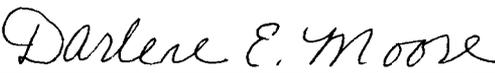
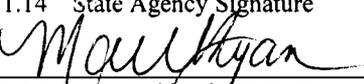
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc | | 1.4 Contractor Address 113 Crosby Road Dover, NH 03820 | |
| 1.5 Contractor Phone Number 603-516-9300 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$419,498.28 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Kathleen Boisclair, Vice President | |
| 1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Strafford</i> On <i>November 15, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan, Director OHS | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. Cole - Attorney</i> <i>11/29/14</i> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Statement of Work

2.1. ServiceLink Administrative Requirements

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



Exhibit A

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



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

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



Exhibit A

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



Exhibit A

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



Exhibit A

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



Exhibit A

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



Exhibit A

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

Exhibit A

Contractor Initials K.B.
Date 11/10/16



Exhibit A

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



Exhibit A

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

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

3. Reporting Requirements

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



Exhibit A

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

4. Performance Measures

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

5. Staffing

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



Exhibit A

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

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



Exhibit A

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



Exhibit A

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

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

6. Deliverables

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



Method and Conditions Precedent to Payment

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

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



Exhibit B

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

EXHIBIT B-1

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

Behavioral Health & Developmental Services of Stratford County dba
Bidder Name: Community Partners

Improving Access to Information and Services for Individuals and
Families Needing Long Term Supports and Services:
Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: 11/1/17 - 6/30/17

| 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 | \$ 86,041.28 | \$ - | \$ 86,041.28 | \$ - | \$ 86,041.28 | \$ - | \$ 86,041.28 |
| 2. Employee Benefits | \$ 39,000.00 | \$ - | \$ 39,000.00 | \$ - | \$ 39,000.00 | \$ - | \$ 39,000.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| 7. Occupancy | \$ - | \$ 10,000.00 | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ 11,200.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 4,000.00 | \$ - | \$ 4,000.00 | \$ - | \$ 4,000.00 | \$ - | \$ 4,000.00 |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 130,041.28 | \$ 10,000.00 | \$ 140,041.28 | \$ 1,200.00 | \$ 148,041.28 | \$ 1,200.00 | \$ 149,241.28 |
| Indirect As A Percent of Direct | | 7.69% | | 8.18% | | 7.63% | |

Contractor Initials: **K.S.**
Date: **11/10/16**

Contractor Initials: **K.S.**
Date: **11/10/16**

EXHIBIT B-2

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

Bidder/Program Name: Behavioral Health & Developmental Services of Stratford County db/a Community Partners

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:
New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by OHHHS contract share | |
|---|--------------------|----------------|--------------------------|----------------|--------------------------------|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 157,000.00 | \$ - | \$ 10,000.00 | \$ - | \$ 147,000.00 | \$ - |
| 2. Employee Benefits | \$ 70,402.00 | \$ - | \$ 4,500.00 | \$ - | \$ 65,902.00 | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 2,000.00 | \$ - | \$ 50.00 | \$ - | \$ 1,950.00 | \$ - |
| 7. Occupancy | \$ 1,500.00 | \$ - | \$ 100.00 | \$ - | \$ 1,400.00 | \$ - |
| 8. Current Expenses | \$ 12,000.00 | \$ - | \$ 1,200.00 | \$ - | \$ 10,800.00 | \$ - |
| Telephone | \$ 9,000.00 | \$ - | \$ 800.00 | \$ - | \$ 8,200.00 | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 237,902.00 | \$ 14,000.00 | \$ 15,400.00 | \$ 1,250.00 | \$ 222,502.00 | \$ 12,750.00 |
| | | 5.9% | | 8.1% | | 5.7% |

Indirect As A Percent of Direct

Contractor Initials: K.B.S.
Date: 11/10/16

Contractor Initials: K.B.S.
Date: 11/10/16

EXHIBIT B-3

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

Bidder/Program Name: Behavioral Health & Developmental Services of Stratford County db/a Community Partners

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: 7/1/18 - 9/30/18 \$ 18,899.42

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHB contract share | |
|---|--------------------|----------------|--------------------------|----------------|-------------------------------|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 39,786.00 | \$ - | \$ 3,978.00 | \$ - | \$ 35,807.00 | \$ - |
| 2. Employee Benefits | \$ 18,500.00 | \$ - | \$ 1,850.00 | \$ - | \$ 16,650.00 | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 785.00 | \$ 500.00 | \$ 80.00 | \$ 50.00 | \$ 705.00 | \$ 450.00 |
| 7. Occupancy | \$ - | \$ 4,000.00 | \$ - | \$ 400.00 | \$ - | \$ 3,600.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,000.00 | \$ - | \$ 200.00 | \$ - | \$ 1,800.00 | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 61,071.00 | \$ 4,500.00 | \$ 6,109.00 | \$ 450.00 | \$ 54,962.00 | \$ 4,060.00 |
| Indirect As A Percent of Direct | | 7.4% | | 7.4% | | 7.4% |

Contractor Initials: **K.S.**
Date: **11/10/18**

Contractor Initials: **K.S.**
Date: **11/10/18**



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Behavioral Health+Developmental Services of
Contractor Name: Strafford County, INC.

11/10/16
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: Vice President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

Kathleen Boisclair
Name: *Kathleen Boisclair*
Title: *Vice President*

11/10/16
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

11/10/16
Date

Contractor Name: Behavioral Health + Developmental Services of Strafford County, Inc.

Kathleen Boisclair
Name: Kathleen Boisclair
Title: Vice President



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

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

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

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

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

Exhibit G

Contractor Initials K.B.

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.

11/10/16
Date

Contractor Name: Behavioral Health + Developmental Services
of Strafford County, Inc.

Kathleen Boisclair
Name: Kathleen Boisclair
Title: Vice President

Exhibit G

Contractor Initials K.B.

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

Date 11/10/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

11/10/16
Date

Contractor Name: Behavioral Health + Developmental Services
of Strafford County, Inc.

Kathleen Boisclair
Name: Kathleen Boisclair
Title: Vice President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
11/18/16
 Date

*Behavioral Health + Developmental Services of
 Strafford County, Inc.*
 Name of the Contractor
Kathleen Boisclair
 Signature of Authorized Representative
Kathleen Boisclair
 Name of Authorized Representative
Vice President
 Title of Authorized Representative
11/10/16
 Date



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

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

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

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

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

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

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

Contractor Name: *Behavioral Health + Developmental
Services of Strafford County, Inc.*

Kathleen Boisclair
Name: *Kathleen Boisclair*
Title: *Vice President*

11/10/16
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: 149 406 691
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:

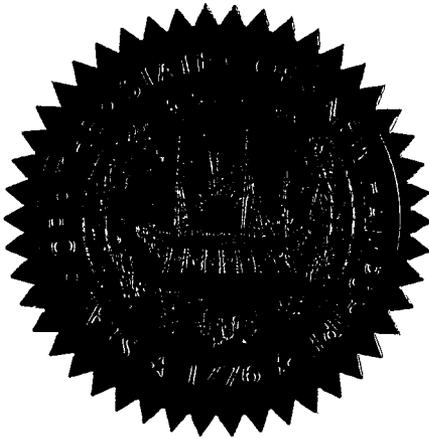
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire nonprofit corporation formed September 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

RESOLVED: That the _____ Vice President of Board of Directors _____
(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 17th day of November, 2016.
(Date Contract Signed)

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

of the Agency.

Ann Landry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Strafford

The forgoing instrument was acknowledged before me this 17th day of November 2016.

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

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

(NOTARY SEAL)

Commission Expires: April 8, 2020



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 | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Behavioral Health & Developmental Services of Stafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820 | | INSURER A: Philadelphia Indemnity Ins Co | 18058 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input 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"/> RETENTION \$ 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  |
|---|--|



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.



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

We have audited the consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization) as of and for the year ended June 30, 2016, and have issued our report thereon dated November 2, 2016. Professional standards require that we communicate to you the following information related to our audit.

Our Responsibility Under U.S. Generally Accepted Audited Standards

As stated in our engagement letter dated June 16, 2016, our responsibility, as described by professional standards, is to express an opinion about whether the consolidated financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the consolidated financial statements does not relieve you or management of your responsibilities.

Our responsibility for the supplementary information accompanying the consolidated financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the consolidated financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

With respect to the supplementary information accompanying the consolidated financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. GAAP, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the consolidated financial statements or to the consolidated financial statements themselves.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the consolidated financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2016. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the consolidated financial statements in the proper period.

Accounting estimates are an integral part of the consolidated financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the consolidated financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the consolidated financial statements were:

- Management's estimate of depreciation expense on property and equipment based on the estimated useful life of the related asset;
- Management's estimate of the cost allocations based on time spent between location and function;
- Management's estimate of the valuation allowance for accounts receivable for uncollectible amounts based on historical collections data;
- Management's estimate for accrued health insurance claims incurred but not reported based on historical lag reports; and
- Management's estimate for accrued third-party liabilities utilizing estimates based on prior contract and licensing audits and current applicable contract criteria.

We have evaluated the key factors and assumptions used to develop these estimates to satisfy ourselves of their reasonableness in relation to the consolidated financial statements as a whole.

Certain consolidated financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the consolidated financial statements was the disclosure of the Organization's Medicaid concentration in Note 8.

The consolidated financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

The attached schedule identifies uncorrected misstatements of the consolidated financial statements. Management has determined that the effects of the uncorrected misstatements to be immaterial, individually and in the aggregate, to the consolidated financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the consolidated financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 2, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's consolidated financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

INTERNAL CONTROL MATTERS

In planning and performing our audit of the consolidated financial statements of the Organization as of and for the year ended June 30, 2016, in accordance with U.S. generally accepted auditing standards, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis.

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

Board of Directors
Behavioral Health & Developmental services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 4

We sincerely appreciate the cooperation, courtesy, and working environment provided our personnel by management and the employees of the Organization during the engagement. We have previously discussed the comments and suggestions contained herein with management, and we will be pleased to discuss them further at your request.

This communication is intended solely for the information and use of the Board of Directors and management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 2, 2016

Behavioral Health & Development

Year End: June 30, 2016

Passed Adjusting Journal Entries

Date: 7/1/2015 To 6/30/2016

| Number | Date | Name | Account No | Reference | Debit | Credit |
|--------------------------|-----------|---|-------------------------|-----------|------------------|------------------|
| PAJE1 | 6/30/2016 | Rent Expense | BERRYDUNN6 BH | 905 | 23,087.00 | |
| PAJE1 | 6/30/2016 | R.E. - Current Year | 3105-000-000-000-000 BH | 905 | | 23,087.00 |
| | | To adjust for under expensed rent due to posting error | | | | |
| PAJE2 | 6/30/2016 | Insurance Expense | BERRYDUNN4 DS | 905 | | 28,192.00 |
| PAJE2 | 6/30/2016 | Insurance Expense | BERRYDUNN5 BH | 905 | | 28,192.00 |
| PAJE2 | 6/30/2016 | PREPAID EXPENSES-No Cst Ctr-No Locat.-No | 1620-000-000-000-000 BH | 905 | 28,192.00 | |
| PAJE2 | 6/30/2016 | Pre Paid Expense | 1620-000-000-000-000 DS | 905 | 28,192.00 | |
| | | To adjust for over expensed insurance due to error posting | | | | |
| | | | | | 79,471.00 | 79,471.00 |
| Net Income (Loss) | | | 258,082.00 | | | |



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

In connection with our audit of the consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization) as of June 30, 2016, we are communicating information on certain matters for you to consider related to emerging issues that could affect the Organization's operations. This information is provided as by-product of our audit procedures.

EMERGING ISSUES

Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) Topic 2016-14, Presentation of Financial Statements of Not-for-Profit Entities

After more than three years of debate, comment, and revision, FASB ASU Topic 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*, was released on August 18, 2016. Adoption of FASB ASU Topic 2016-14 will result in significant changes to financial reporting and disclosures for not-for-profits. The ASU is expected to improve financial statements and provide more useful information to donors, grantors, creditors, and other financial statement users.

The first of a two-phase project, the amendments in FASB ASU Topic 2016-14 are intended to make immediate improvements that address:

- Net Asset Classifications
 - As a result of the new ASU, the three existing classes of net assets (unrestricted, temporarily restricted, and permanently restricted) will now become two (net assets without donor restrictions and net assets with donor restrictions).
 - To enhance readers' understanding of the donor restrictions, footnote disclosures will be required to include the timing and nature of the restrictions, as well as the composition of net assets with donor restrictions at the end of the period. The disclosures will continue to show an analysis by time, purpose and perpetual restrictions.
 - The placed-in-service approach will be required when releasing restrictions related to long-lived assets. The option to imply a time restriction and release the restriction over an asset's useful life will no longer be permitted.
- Underwater Endowments
 - As part of the change to classification of net assets, endowments that have a current fair value that is less than the original gift amount (or amount required to be retained by donor or by law), known as "underwater" endowments, will now be classified in net assets with donor restrictions, instead of the current classification in unrestricted net assets. Expanded disclosures will be required to include: the original amount of the endowment, the entity's policy relating to spending from these funds, and whether that policy was followed.

- Board-Designated Net Assets
 - Enhanced disclosure information will be required on the amounts and purposes of the board-designated funds.
- Transparency and Utility of Liquidity Information
 - Quantitative and qualitative information about liquidity will be required for the purpose of providing financial statement users with an understanding of an entity's exposure to risks and how an entity manages its liquidity risk.
 - Information about the availability of assets to meet cash needs for general expenditures within one year of the balance sheet (statement of financial position) date. Presenting a classified balance sheet may be an effective way for organizations to comply with many of the new disclosure requirements.
- Reporting Financial Performance Measures
 - Presenting an intermediate measure of operations is still allowable; however, disclosures will be enhanced to provide additional information about the items included or excluded from the operating measure.
- Presentation of Investment Expenses
 - A net presentation of investment expenses against investment return will be required on the face of the statement of activities. External and direct internal investment expenses will be netted against the investment return. A disclosure of the components of investment expense will no longer be required.
- Expenses Classified by Function and Nature
 - An analysis of expenses by both function and natural classification will be required on a separate statement, on the face of the statement of activities, or in the footnotes.
 - Additional disclosures will also be required regarding specific methodologies used to allocate costs among program and support functions.
- Presentation of Cash Flow Information
 - An entity is still allowed to present cash flows from operations using either the direct or indirect method. However, if the direct method is used, an entity will no longer be required to present the indirect method reconciliation.

The standard is effective for annual financial statements issued for fiscal years beginning after December 15, 2017 and for interim periods within fiscal years beginning after December 15, 2018.

ASU No. 2016-02, Leases

On February 25, 2016, FASB released ASU No. 2016-02, *Leases*, which addresses changes to the accounting for leases by lessees and lessors. Under the new standard, lessees would be required to record the right-to-use leased assets and liabilities for all leases with terms exceeding 12 months (similar to the accounting for capital leases under current accounting rules). The right-to-use asset is initially measured at the present value of the lease payments plus initial direct costs. For purposes of these rules, the lease term includes renewal periods only if the lessee is reasonably certain to exercise an option to extend the lease or not to exercise an option to terminate the lease.

Expense related to the lease would be recorded as follows:

- For **finance (capital) leases**, interest on the lease should be recognized separately from the amortization of the leased asset using the interest method. Repayments of the principal portion of the lease liability will be classified within financing activities on the statement of cash flows and payments of interest on the lease liability and variable lease payments within the operating activities in the statement of cash flows.
- For **operating leases**, the cost of the lease plus initial direct costs is allocated over the lease term on a straight-line basis and all cash payments are recorded within operating activities on the statement of cash flows.

The current specialized accounting rules for leveraged leases and sale-leasebacks no longer apply.

The standard applies to existing leases as well as new leases entered into after the effective date, which will be effective for public companies for fiscal years beginning after December 15, 2018 and for all other organizations for fiscal years beginning after December 15, 2019.

FASB ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606)

On May 28, 2014, FASB released the long-awaited new standard on the recognition of revenue from contracts with customers. The new standard is designed to replace all existing guidance on revenue recognition, including industry-specific rules included in U.S. generally accepted accounting principles, with an overarching, principles-based general standard. The core principle is to “recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.”

The key steps for recognizing revenue are as follows:

1. Identify the contract with a customer;
2. Identify the separate performance obligations in the contract;
3. Determine the transaction price;
4. Allocate the transaction price to the separate performance obligations in the contract; and
5. Recognize revenue when (or as) the entity satisfies a performance obligation.

The amendments in this ASU are effective for public companies and conduit bond obligors for periods beginning after December 15, 2017, including interim reporting periods. For nonpublic companies, the standard becomes effective for annual reporting periods beginning after December 15, 2018. Early adoption is not permitted, except for nonpublic companies who may adopt as of the effective date of public companies.

The American Institute of Certified Public Accountants Task Force created to look into not-for-profit implementation issues has identified several issues to date, including the recognition of tuition, related discounts, and housing revenue, as well as contributions, and split-interest agreements. We will keep you informed as more information becomes available.

Fair Labor Standards Act

The U.S. Department of Labor has issued the final rule for the Fair Labor Standards Act, which goes into effect December 1, 2016. The Act increases the minimum salary level for executive, professional, and administrative employees to \$913 per week or \$47,476 annually for a full-time worker, with this threshold increasing every three years beginning January 1, 2020. The final rule does not make any changes to the "duties test" that determines whether or not a salaried worker earning more than the salary threshold is ineligible for overtime pay. Workers with salaries above the updated salary level will be subject to the same "duties test" to determine their overtime pay eligibility. The act will require employers to:

1. Pay time-and-a-half for overtime work if the employee's rate is below the established threshold;
2. Raise the employee's salary to the new threshold;
3. Limit employees hours to 40 per week; or
4. A combination of the above.

If management and the board has not already begun the process of evaluating the impact of the Fair Labor Standards Act, we recommend an analysis of the options available be performed and a plan be implemented prior to December 1, 2016. We are happy to assist with this analysis at management's request.

Internal Revenue Work Plan

Annually, the Exempt Organizations (EO) subdivision of the Internal Revenue Service (IRS) provides its work plan. Following are significant compliance areas where it is anticipated the IRS will focus attention:

- Self-dealing, excess benefit transactions and loans to insiders;
- Employment taxes;
- Unrelated business income tax; and
- Foreign banking and financial accounts requirements.

The EO subdivision plans to provide compliance reviews, field examinations and education to encourage implementation of these compliance requirements. Organizations will be chosen for review using a variety of sampling techniques. We recommend management and the board review transactions that do or may fall into these categories to ensure appropriate reporting is occurring. We would be happy to assist if you have questions.

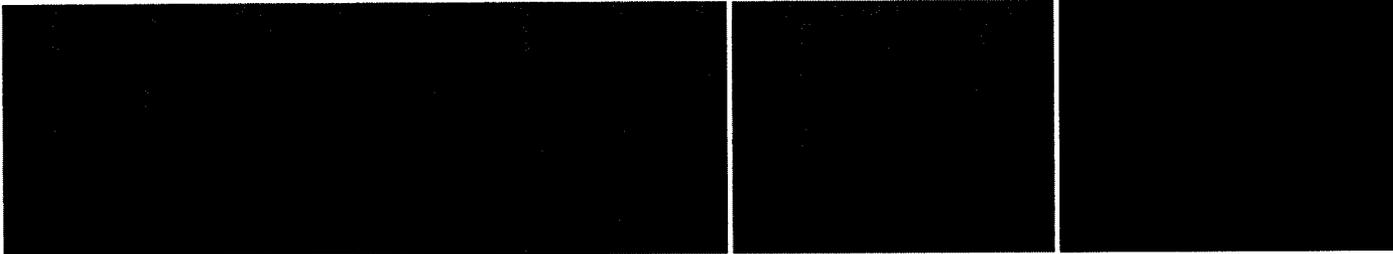
We sincerely appreciate the cooperation, courtesy, and working environment provided to our personnel by management and the employees of the Organization during the engagement. We have previously discussed the comments and suggestions contained herein with management, and we will be pleased to discuss them further at your request.

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 5

This letter is intended solely for the information and use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 2, 2016



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 | <u>27,485,258</u> | 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 | <u>24,613,628</u> | 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. DB/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2016

| | Case Management | Day Programs and Community Support | Early Support Services and Youth and Family | Family Support | Residential Services | Combined Residential, Day and Consolidated Services | Adult Services | Emergency Services | Other | Total Program | General Management | Total |
|---|------------------|------------------------------------|---|--------------------|----------------------|---|-------------------|---------------------|--------------------|---------------------|-----------------------|-------------------|
| Public support and revenue | | | | | | | | | | | | |
| Medical revenue | \$ 853,857 | \$ 3,770,000 | \$ 3,663,028 | \$ 218,963 | \$ 5,216,978 | \$ 6,983,290 | \$ 2,364,701 | \$ 80,625 | \$ 40,443 | \$ 23,221,683 | \$ - | \$ 23,221,683 |
| Medicare revenue | - | 43,963 | (4,132) | - | - | - | - | (15,803) | - | 233,703 | - | 233,703 |
| Client resources | 26,518 | 29,359 | 318,536 | (682) | 696,812 | 306,642 | 134,095 | 28,943 | - | 1,512,023 | 300 | 1,512,323 |
| Contract revenue | 40,502 | 293,723 | 303,776 | 36,565 | - | 30,635 | 60,310 | 103,568 | 162,079 | 1,033,188 | 283,683 | 1,317,071 |
| Grant income | - | 20,288 | 115,546 | 4,462 | - | 15,595 | 61,148 | - | 507,312 | 724,354 | 5,000 | 729,354 |
| Interest income | - | - | - | - | - | - | - | - | - | - | - | 414 |
| Other program revenue | - | 69,695 | 998 | - | 8,778 | 48,758 | - | - | 300 | 127,527 | 18,340 | 145,887 |
| Public support | 13,180 | 9,322 | 10,106 | 41,038 | - | - | 25 | - | 37,882 | 111,563 | 4,303 | 115,656 |
| Other revenue | 598 | 21,759 | 2,325 | 95 | 11,157 | 5,533 | 20,783 | - | 127,163 | 189,414 | 19,573 | 209,987 |
| 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 | 141,631 | 647,498 | 1,690,037 | 1,575,073 | 326,478 | 473,703 | 9,765,435 | 1,700,706 | 11,466,141 |
| Employee benefits | 128,623 | 541,750 | 431,718 | 47,548 | 165,840 | 293,106 | 546,259 | 82,098 | 168,150 | 2,405,082 | 264,695 | 2,669,747 |
| Payroll taxes | 39,167 | 169,366 | 152,980 | 10,506 | 48,012 | 123,820 | 109,214 | 23,277 | 49,088 | 725,050 | 87,571 | 812,621 |
| Contracted substitute staff | 998 | 7,338 | 6,250 | 333 | 1,219 | 2,217 | 6,783 | 1,120 | 271 | 26,529 | 69,632 | 96,161 |
| Client treatment services | - | 9,654 | 624 | 217,924 | 3,121,465 | 1,386,959 | 9,278 | - | 16,625 | 4,764,527 | 500 | 4,765,027 |
| Client therapies | 25,575 | 1,966 | 91,842 | 2,185 | 23,021 | 21,932 | 54,212 | - | - | 220,213 | 1,803 | 222,016 |
| Professional fees and consultants | 52,641 | 44,662 | 47,966 | 10,949 | 21,809 | 41,143 | 50,529 | 8,978 | 9,939 | 289,014 | 108,440 | 397,454 |
| Subcontractors | - | 480,118 | - | - | 1,043,611 | 2,429,852 | 1,991 | - | - | 3,955,372 | - | 3,955,372 |
| Staff development/training | 1,209 | 3,416 | 13,222 | 2,263 | 971 | 9,088 | 11,639 | 581 | 1,975 | 44,364 | 33,677 | 78,041 |
| Rent | - | 64,405 | 44,107 | - | 2,450 | 2,450 | 68,087 | - | 18,560 | 200,059 | 37,191 | 237,250 |
| Utilities | 2,704 | 34,248 | 12,474 | 2,704 | 10,953 | 29,596 | 10,611 | - | 17,108 | 120,368 | 12,753 | 133,149 |
| Building maintenance and repairs | 1,094 | 22,833 | 9,980 | 1,049 | 15,145 | 27,336 | 10,128 | 540 | 6,091 | 84,196 | 12,244 | 106,440 |
| Other occupancy costs | 1,721 | 27,726 | 11,961 | 1,721 | 5,094 | 28,302 | 15,851 | - | 19,633 | 112,009 | 10,797 | 122,806 |
| Office | 1,227 | 15,829 | 8,784 | 875 | 3,489 | 6,069 | 4,983 | 667 | 7,903 | 48,946 | 51,281 | 100,227 |
| Building/household | 642 | 15,439 | 5,215 | 226 | 3,521 | 7,214 | 5,567 | 507 | 1,272 | 39,603 | 11,065 | 50,668 |
| Client consumables | 1,572 | 24,613 | 2,970 | 6,025 | 10,315 | 58,067 | 3,100 | 94 | 1,620 | 108,376 | 3,046 | 111,422 |
| Medical | - | 283 | 274 | - | 2,742 | 80 | 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 | 7,648 | 26,042 | 50,985 | 50,139 | 7,680 | 3,648 | 305,828 | 76,717 | 382,545 |
| Advertising | - | - | - | - | - | - | - | - | 417 | 2,577 | - | 2,994 |
| Printing | 34 | 239 | 4,535 | 11 | 96 | 199 | 161 | 26 | 8 | 5,298 | (18) | 5,250 |
| Telephone/communications | 1,618 | 32,029 | 24,085 | 401 | 14,563 | 25,374 | 24,842 | 1,521 | 30,673 | 158,407 | 26,170 | 182,577 |
| Postage/shipping | 623 | 3,360 | 4,336 | 298 | 975 | 1,772 | 5,065 | 620 | 1,732 | 18,951 | 3,708 | 22,660 |
| Transportation | 20,146 | 243,510 | 42,121 | 2,750 | 18,705 | 139,079 | 54,613 | 1,120 | 7,189 | 527,233 | 12,320 | 539,553 |
| Assistance to individuals | 9,917 | 37,947 | 600 | 107,013 | - | 38,723 | - | - | 25,884 | 220,084 | 621 | 220,705 |
| Insurance | 11,984 | 54,994 | 55,031 | 3,994 | 14,847 | 26,631 | 51,878 | 7,069 | 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 | 2,388 | 2,113 | 4,038 | 4,009 | 653 | 10,928 | 37,164 | 5,651 | 42,815 |
| Other | 40 | 337 | 156 | 2,654 | 49 | 90 | 191 | 31 | 37,407 | 40,855 | 1,387 | 42,352 |
| Total expenses | 872,509 | 4,173,872 | 3,212,331 | 575,952 | 5,213,432 | 8,451,472 | 2,705,789 | 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 | \$ (73,511) | \$ 690,089 | \$ 940,981 | \$ 174,928 | \$ (270,407) | \$ (47,366) | \$ 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 | | | | | | | | | | | | |
| Medical revenue | \$ 794,817 | \$ 3,191,487 | \$ 3,578,586 | \$ 211,819 | \$ 5,539,379 | \$ 6,510,478 | \$ 3,533,900 | \$ 86,352 | \$ 32,687 | \$ 23,479,303 | \$ - | \$ 23,479,303 |
| Medicaid revenue | - | 10,336 | 5,226 | - | - | - | 190,778 | (10,183) | - | 196,145 | - | 196,145 |
| Client resources | 30,814 | 42,595 | 268,879 | 8,945 | 672,490 | 331,941 | 58,088 | 68,354 | (131) | 1,481,753 | - | 1,481,753 |
| Contract revenue | - | 297,674 | 56,080 | 116,077 | - | - | 121,890 | 99,295 | 113,998 | 804,784 | 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 | - | 63,750 | 4,838 | - | - | 31,216 | - | - | - | 99,846 | 6,000 | 105,846 |
| Public support | 13,782 | 11,036 | 3,742 | 8,485 | - | - | 1,080 | - | 25,161 | 53,286 | 4,448 | 67,734 |
| Other revenue | 623 | 16,802 | 61,680 | 1,500 | 10,377 | 45,980 | 35,221 | - | 117,697 | 291,880 | 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 | 3,987,716 | 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 | 3,987,716 | 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 | 2,296,944 | 450,457 | 441,460 | 10,574,405 | 1,494,729 | 12,089,134 |
| Employee benefits | 154,096 | 571,288 | 489,520 | 52,532 | 189,896 | 342,794 | 560,037 | 88,770 | 154,475 | 2,803,400 | 356,288 | 2,959,698 |
| Payroll taxes | 39,380 | 167,674 | 154,787 | 13,562 | 45,278 | 116,227 | 176,376 | 31,821 | 38,288 | 787,403 | 86,097 | 873,500 |
| Contracted substitute staff | 45 | 6,754 | 1,327 | 15 | 55 | 100 | 1,388 | 35 | 10 | 9,707 | 52,227 | 61,934 |
| Client treatment services | 5,300 | 11,214 | 2,647 | 184,715 | 3,105,264 | 1,430,430 | 16,120 | - | 30,416 | 4,786,106 | 499 | 4,786,605 |
| Client therapies | 26,598 | 2,116 | 37,819 | 3,331 | 27,098 | 19,572 | 48,127 | - | - | 162,663 | 1,058 | 163,721 |
| Professional fees and consultants | 78,842 | 55,195 | 183,413 | 11,942 | 34,140 | 36,388 | 142,390 | 20,004 | 10,297 | 571,509 | 148,113 | 719,622 |
| Subcontractors | - | 498,847 | - | - | 818,504 | 3,020,420 | 1,567 | - | - | 4,337,338 | - | 4,337,338 |
| Staff development/training | 3,616 | 50,510 | 51,530 | 1,616 | 2,978 | 10,105 | 22,303 | 2,407 | 2,412 | 147,677 | 26,023 | 173,700 |
| Rent | - | 60,380 | 53,843 | - | 2,860 | 10,521 | 79,054 | - | 22,568 | 229,236 | 78,014 | 305,250 |
| Utilities | 3,283 | 39,724 | 13,069 | 3,283 | 14,763 | 31,737 | 15,125 | - | 15,853 | 136,837 | 24,847 | 161,684 |
| Building maintenance and repairs | 1,235 | 21,879 | 8,688 | 1,233 | 35,016 | 19,269 | 9,328 | 502 | 2,891 | 99,842 | 16,575 | 116,417 |
| Other occupancy costs | 1,721 | 28,964 | 11,712 | 1,721 | 6,925 | 20,771 | 29,422 | - | 13,922 | 115,188 | 22,926 | 138,114 |
| Office | 3,084 | 19,747 | 11,246 | 1,362 | 4,449 | 13,421 | 13,303 | 1,840 | 5,297 | 73,729 | 56,673 | 130,402 |
| Building/household | 973 | 16,811 | 4,047 | 831 | 3,668 | 5,221 | 4,199 | 158 | 2,863 | 39,889 | 9,989 | 49,878 |
| Client consumables | 1,792 | 29,963 | 5,966 | 6,267 | 30,000 | 57,408 | 12,337 | 45 | 105 | 143,673 | 3,754 | 147,427 |
| Medical | - | 98 | 287 | - | 3,696 | 2,842 | 826 | 19 | 3 | 7,771 | 663 | 8,434 |
| Equipment maintenance | 5,099 | 25,188 | 22,858 | 2,525 | 8,650 | 16,319 | 27,783 | 4,250 | 4,168 | 116,840 | 35,847 | 152,687 |
| Depreciation | 22,436 | 79,771 | 56,144 | 7,479 | 27,421 | 48,857 | 56,179 | 8,740 | 3,742 | 311,769 | 88,587 | 400,356 |
| Advertising | 139 | 554 | 481 | 54 | 187 | 328 | 554 | 89 | 1,800 | 3,984 | 1,188 | 5,172 |
| Printing | 16 | 138 | 4,478 | 5 | 287 | 199 | (51) | 96 | 98 | 5,266 | 2,078 | 7,344 |
| Telephone/communications | 1,856 | 34,878 | 23,153 | 415 | 12,511 | 31,041 | 25,787 | 1,891 | 22,032 | 153,664 | 50,609 | 204,273 |
| Postage/shipping | 552 | 2,781 | 3,174 | 184 | 425 | 2,727 | 3,816 | 499 | 912 | 14,670 | 8,062 | 22,732 |
| Transportation | 24,462 | 272,475 | 46,852 | 3,188 | 16,282 | 132,430 | 117,838 | 1,758 | 7,767 | 625,032 | (381) | 624,651 |
| 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 | 1,890 | 164,378 | 41,816 | 206,196 |
| Membership dues | 296 | 1,292 | 1,862 | 95 | 424 | 636 | 4,224 | 222 | 113 | 9,154 | 68,098 | 75,250 |
| Interest | 2,767 | 4,842 | 6,167 | 2,286 | 1,125 | 5,756 | 4,781 | 561 | 8,194 | 36,259 | 9,555 | 45,814 |
| Other | 1,037 | 889 | 50,327 | 2,587 | 215 | 547 | 374 | 26 | 22,505 | 78,587 | 5,810 | 84,397 |
| Total expenses | 943,225 | 4,405,287 | 3,412,749 | 579,621 | 5,023,498 | 6,972,801 | 3,718,191 | 620,806 | 842,840 | 28,518,818 | 2,696,004 | 29,202,822 |
| (Decrease) increase in unrestricted net assets | \$ (98,190) | \$ (756,795) | \$ 682,982 | \$ (205,663) | \$ 1,198,825 | \$ (48,581) | \$ 271,525 | \$ (377,028) | \$ (122,019) | \$ 545,056 | \$ (2,142,683) | \$ (1,597,627) |

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

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

Consolidated 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 | \$ 78,191 | \$ - | \$ 1,088,881 |
| Restricted cash | 102,857 | - | - | - | - | 102,857 | 119,785 | 855 | - | - | - | 120,640 |
| Accounts receivable, net of allowance for doubtful accounts | 1,152,577 | 1,358,577 | 59 | - | (981,466) | 1,529,747 | 1,513,590 | 1,302,008 | 35 | - | (754,280) | 2,061,351 |
| Grants receivable | 21,060 | 229,776 | - | - | - | 250,836 | 10,037 | 89,878 | - | - | - | 99,915 |
| Prepaid expenses | 92,729 | 99,286 | - | - | - | 192,015 | 71,133 | 71,130 | - | - | - | 142,263 |
| Interest in net assets of subsidiaries | 81,000 | - | - | - | (81,000) | - | 75,576 | - | - | - | (75,576) | - |
| Property and equipment, net | 1,575,374 | 441,101 | - | - | - | 2,017,475 | 1,718,327 | 460,694 | - | - | - | 2,179,021 |
| Total assets | \$ 4,147,473 | \$ 2,798,031 | \$ 9,357 | \$ 81,057 | \$ (1,062,466) | \$ 5,973,452 | \$ 3,866,522 | \$ 2,567,168 | \$ 10,046 | \$ 76,191 | \$ (829,856) | \$ 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) | \$ 1,989,421 |
| Refundable advances | 250,274 | 131,198 | - | - | - | 381,472 | 161,165 | 88,352 | - | - | - | 249,517 |
| Loan fund | 89,204 | - | - | - | - | 89,204 | 89,115 | - | - | - | - | 89,115 |
| Notes payable | 936,286 | 192,955 | - | - | - | 1,129,241 | 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 | 1,978,741 | (57) | 81,057 | (81,000) | 2,340,569 | 364,527 | 1,739,108 | (614) | 76,191 | (75,576) | 2,103,636 |
| Temporarily restricted | 326 | - | - | - | - | 326 | 17,891 | - | - | - | - | 17,891 |
| Total net assets (deficit) | 362,144 | 1,978,741 | (57) | 81,057 | (81,000) | 2,340,895 | 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) | \$ 5,973,452 | \$ 3,866,522 | \$ 2,567,168 | \$ 10,046 | \$ 76,191 | \$ (829,856) | \$ 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 | \$ 16,796,023 | \$ 6,682,480 | \$ - | \$ - | \$ - | \$ 23,479,303 |
| Medicare revenue | - | 233,703 | - | - | - | 233,703 | - | 196,145 | - | - | - | 196,145 |
| Client resources | 1,125,328 | 368,995 | - | - | - | 1,512,323 | 1,146,464 | 335,289 | - | - | - | 1,481,753 |
| Contract revenue | 521,758 | 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 | 2,003 | - | - | - | 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 | 943,225 | - | - | - | - | 943,225 |
| Day programs and community support | 3,478,273 | 695,599 | - | - | - | 4,173,872 | 4,069,355 | 335,932 | - | - | - | 4,405,287 |
| Early support services and youth and family | 901,918 | 2,310,415 | - | - | - | 3,212,331 | 1,109,341 | 2,303,408 | - | - | - | 3,412,749 |
| Family support | 575,952 | - | - | - | - | 575,952 | 579,621 | - | - | - | - | 579,621 |
| Residential services | 5,213,427 | 5 | - | - | - | 5,213,432 | 5,023,498 | - | - | - | - | 5,023,498 |
| Combined residential, day and consolidated services | 8,451,472 | - | - | - | - | 6,451,472 | 6,972,601 | - | - | - | - | 6,972,601 |
| Medical services | - | - | - | - | - | - | - | - | - | - | - | - |
| Adult services | 178,214 | 2,529,575 | - | - | - | 2,707,789 | 309,285 | 3,406,906 | - | - | - | 3,716,191 |
| Emergency services | - | 467,770 | - | - | - | 467,770 | 620,806 | - | - | - | - | 620,806 |
| Other | 273,611 | 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) | 29,202,822 |
| Change in unrestricted net assets (deficit) | (2,710) | 239,633 | 557 | 4,866 | (5,424) | 239,922 | (1,657,022) | 59,394 | 381 | 6,377 | (6,757) | (1,597,627) |
| Changes in temporarily restricted net assets | | | | | | | | | | | | |
| United Way allocation | 7,368 | 2,003 | - | - | - | 9,371 | 5,364 | - | - | - | - | 5,364 |
| Net assets released from restrictions | (24,932) | (2,003) | - | - | - | (26,935) | (31,573) | - | - | - | - | (31,573) |
| Change in temporarily restricted net assets | (17,564) | - | - | - | - | (17,564) | (26,209) | - | - | - | - | (26,209) |
| Change in net assets (deficit) | (20,274) | 239,633 | 557 | 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 | 1,739,106 | (614) | 76,191 | (75,576) | 2,121,527 | 2,065,649 | 1,679,714 | (995) | 69,814 | (68,819) | 3,745,363 |
| Net assets (deficit), end of year | \$ 362,144 | \$ 1,978,741 | \$ (57) | \$ 81,057 | \$ (81,000) | \$ 2,340,895 | \$ 382,418 | \$ 1,739,108 | \$ (614) | \$ 76,191 | \$ (75,578) | \$ 2,121,527 |



Community Partners BOARD OF DIRECTORS 2016-2017

PRESIDENT

Chris Roundy (Joined 06/26/2007)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Kathleen Boisclair

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| John Lowy (C) (Joined 09/13/99) | Judge Daniel Cappiello (Joined 03/22/14) | Bryant Hardwick (Joined 2/22/11) |
| Wayne Goss (C) (Joined 01/28/14) | Kerri Larkin (C) Joined 11/23/10) | Tracy Hayes (Joined 12/15/15) |
| Sharon Reynolds (Joined 08/23/16) | | |

(C) = Consumer

Karen J. Johnson

[REDACTED]
[REDACTED]
Email address [REDACTED]

EDUCATION:

University of Connecticut School of Social Work. Masters of Social Work, 1986.

Green Mountain College, Poultney, Vermont. Bachelors of Science, Recreational Therapy, 1980.

EXPERIENCE:

DIRECTOR of ACUTE CARE LINKAGES

October 2008 to April 2009: ***Riverbend Mental Health Center***, Concord, New Hampshire. Duties and responsibilities included consultation with acute care referral sources such as Emergency Services, Concord Hospital, Family Health Center, pre-screening for likely eligibility of CSP consumers, facilitated IMR consultation group, provided individual IMR and therapy to consumers. NHH Liaison for the agency.

DIRECTOR of CASE MANAGEMENT

December 2005 to October 2008: ***Riverbend Mental Health Center***, Concord, New Hampshire. Primary responsibility to provide leadership and supervision of a recovery oriented case management team of 22 full time staff. Teams are community based providing a wide array of treatment interventions and services for over 500 consumers. Duties include all clinical and administrative oversight of the Team Leaders as well as all aspects of staff recruiting, hiring, training and completing performance evaluations of program staff. Responsible as the New Hampshire Hospital Liaison and developing Riverbend's Illness Management and Recovery (IMR).

TEAM LEADER

October 2000 to December 2005: ***Riverbend Mental Health Center***, Concord, New Hampshire. General responsibilities include the day-to-day clinical oversight of a ten person multi-disciplinary team providing a wide array of clinical service to over one hundred and fifty severely mentally ill consumers. Responsible for provision of administrative and clinical supervision of team staff. Participate in Center's Management Team.

PSYCHIATRIC SOCIAL WORKER

November 1996 – October 2000: ***Concord Hospital***, Concord, New Hampshire. Participated on an interdisciplinary team, providing psycho-social assessment, short stay treatment including individual, group and family therapy, case management and discharge planning on a voluntary

psychiatric inpatient unit. On call rotation for hospital social work department.

PSYCHIATRIC SOCIAL WORKER, SENIOR CLINICIAN

August 1989 - May 1996: **Day Kimball Hospital Mental Health Clinic**, Putnam, Connecticut. Half time position. General duties and responsibilities as a senior clinician included some supervision and staff training. Focus was with managed care population working closely with specific insurance providers. General clinical duties as detailed in description below.

PSYCHIATRIC SOCIAL WORKER

August 1988 - August 1989: **Day Kimball Hospital Mental Health Clinic**, Putnam, Connecticut. Psychiatric Social Worker, primary duties included provision of outpatient psychotherapy for a full caseload of adolescents and adult clients through individual, group, marital and family psychotherapy. Regular shift rotation for hospital based Emergency Room Psychiatric Emergency Services. Position included triage, assessment, referral, brief hospitalization evaluation, and crisis stabilization as well as telephone assessment and referral.

TRANSITIONAL/ELDERLY SERVICES CLINICIAN

March 1987 - January 1988: **Day Kimball Hospital Mental Health Clinic**, Putnam, Connecticut. Duties included implementation of multi-faceted life management services for mental health clients; primary responsibility was providing individual and family psychotherapy within the client's homes. Regular rotation of Psychiatric Emergency Services, responsibilities as detailed above.

HOUSING COORDINATOR

December 1984 - May 1986: **Center For Life Management**, Salem, New Hampshire. Housing Coordinator for both acute and chronically mentally ill. Primary responsibility included evaluation and service admissions, liaison with landlords, search and secure community based apartment sites. Clinical duties included a small clinical caseload with treatment focused in the Fountain House model Partial Hospital Program. Provision of milieu and group therapy.

CASE MANAGER

December 1982 - November 1984: **Center For Life Management**, Salem, New Hampshire. Case Manager for the Day Treatment / Partial Hospitalization program for the acute and chronically mentally ill. Duties included development and implementation of Individual Service Plans, linking clients to multi-faceted services for successful community adjustment. Clinical responsibilities included milieu, educational, prevocational and therapeutic groups. Also responsible for a bi-annual camping trip, leading fifteen clients in a therapeutic/recreational four day trip.

RECREATIONAL SPECIALIST

May 1982 - November 1982: ***Granite State Independent Living Foundation***, Goffstown, New Hampshire. Responsibilities included assisting Director in implementing USDE/RSA grant in providing recreational opportunities for special needs clients. Specific duties involved conducting site evaluations of all New Hampshire State Parks in conjunction with UNH Recreation and Parks Department.

REFERENCES:

References available upon request.

Maureen McCarthy

[REDACTED]
[REDACTED]
[REDACTED]

860-505-9003

OBJECTIVE: To obtain a challenging position as an advocate for individuals with disabilities.

PROFESSIONAL QUALIFICATIONS:

Case Management: Managed a case load of 70 clients. Facilitated meetings with service providers, families, attorneys and clients to ensure the client received appropriate services. Provided representation of the clients' best interests in Court hearings.

Communications: Excellent organization, analytical and multi-tasking skills. Excellent oral and written communication skills. Co- wrote and edited a state-wide newsletter ("The Blue Sheet") on disability policy and advocacy issues. Co-wrote the City of Manchester's ADA Transition Plan and Self-Evaluation.

Policy and Advocacy: Nationally Certified Public Guardian. In-depth knowledge of New Hampshire's Developmental Services, Traumatic Brain Injury and Mental Health service provision network. Extensive experience working with Area Agencies, Mental Health Centers and other non-profit organizations throughout the state. Detailed knowledge of State and Federal laws and regulations regarding disability policy and benefits, including New Hampshire Medicaid and Social Security Disability Insurance provisions. Organized and facilitated more than 600 volunteers for the "Get Out The Vote" effort for President Obama's reelection campaign for Wards 3 and 4 in Dover, New Hampshire.

Training and Instructional Design: Designed, presented and facilitated numerous training programs in the areas of Strategic Planning, Employee Orientation, Time Management, Disability Awareness, Employee Motivation and Recognition, Sexual Harassment, Stress Management, Effective Communication and Customer Service.

EMPLOYMENT HISTORY:

TRI-COUNTY CAP, INC., Concord, NH
NATIONALLY CERTIFIED GUARDIAN 2013-2015

ORGANIZING FOR AMERICA, Dover, NH
ORGANIZING FELLOW, 2012

MARCAM ASSOCIATES, Somersworth, NH
ACCOUNT MANAGER, 2011-2013

LIBERTY MUTUAL INSURANCE COMPANY, Dover, NH
LONG TERM DISABILITY CLAIMS MANAGER, 2005-2011

TRI-COUNTY CAP, INC., Concord, NH
NATIONALLY CERTIFIED GUARDIAN 2003-2005

CITY OF MANCHESTER, NH HUMAN RESOURCES DEPARTMENT
HUMAN RESOURCES ANALYST/ ADA & TRAINING COORDINATOR, 1998 – 2002

DISABILITIES RIGHTS CENTER, INC., Concord, NH
CASE ADVOCATE, 1994 -1998

OFFICE OF THE GOVERNOR, Concord, NH
GOVERNOR'S COMMISSION ON DISABILITY CLIENT ASSISTANCE PROGRAM ADVOCATE, 1993-1997

EDUCATION:

University of New Hampshire (UNH) Durham, NH Bachelor of Arts, Political Science

PROFESSIONAL AFFILIATIONS

National Guardianship Foundation, Member, Nationally Certified Guardian
New Beginnings: A Women's Crisis Center, Past Member, Board of Directors
American Society of Training and Development: Past Member
Society of Human Resources Management: Past Member
New Hampshire Mediators Association: Past Member, Board of Directors
Parent Information Center, Past Member, Board of Directors
State Advisory and Oversight Committee on Special Education: Past Member, appointed by Governor
Stephen Merrill

Tammy Smith

[REDACTED]
[REDACTED]

Objective: To obtain a full time position.

Experience:

Life Coach

4/2010 - present

LifeShare Dover, NH

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker

1/2009 - 4/2010

Area Homecare Portsmouth, NH

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

Case Manager

3/1999- 9/2002

Strafford Guidance Center - Rochester, NH

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

Sales Clerk

2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH

- Supported students through a school to work program.
- Provided day program services to adults with disabilities.
- Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH

1994 - 1996

Bachelors Degree in Social Work

Transferred to UNH with an Associate Degree in Human Services.

References:

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-9928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

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

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
 - Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
 - Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
 - Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
 - Brought credentialing process in-house resulting in a 66% reduction in operating costs.
 - Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
 - Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.
-

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
 - Directly responsible for a \$2.5 million dollar operating budget.
-

Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County d/b/a Community Partners

Name of Program/Service: Service Link (1/1/17 - 9/30/18)

| 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 |
| Karen Johnson, Director of Adult Services | \$68,000 | 20.00% | \$23,800.00 |
| Maureen McCarthy, Manager Service Link | \$42,000 | 40.00% | \$29,400.00 |
| Tammy Smith, Resource Center Team Leader | \$40,000 | 40.00% | \$28,000.00 |
| Brian Collins, Executive Director | \$185,000 | 0.00% | \$0.00 |
| Kathleen Stocker, CFO | \$101,970 | 0.00% | \$0.00 |
| Chris Kozak, COO | \$82,400 | 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) | | | \$81,200.00 |

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.

Note- Total salary based on 21 months.

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

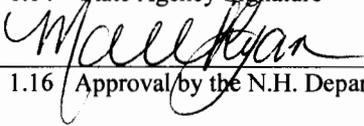
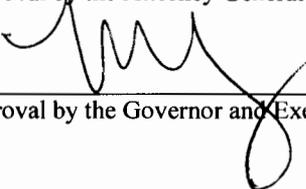
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

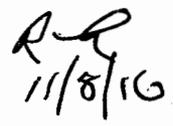
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc. | | 1.4 Contractor Address 2 Industrial Park Drive, Concord, NH 03302 | |
| 1.5 Contractor Phone Number 603-225-3295 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$620,296.52 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director | |
| 1.13 Acknowledgement: State of New Hampshire, County of Merrimack On November 8, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: center;"> KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018 </div> </div> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: 11/18/16 _____ On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Wolfe - Attorney 11/29/16 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |


 11/8/16

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date


11/18/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Statement of Work

2.1. ServiceLink Administrative Requirements

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

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Exhibit A

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

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Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:

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Exhibit A

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

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

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

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

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

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

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

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

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

3. Reporting Requirements

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

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

4. **Performance Measures**

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

5. **Staffing**

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

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Exhibit A

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

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

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Exhibit A

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

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Exhibit A

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

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

6. Deliverables

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

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Method and Conditions Precedent to Payment

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

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

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Exhibit B

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

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Exhibit B-1

BUDGET FORM

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

Bidder Name: Community Action Program Belknap & Merrimack County

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

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

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

Indirect As A Percent of Direct

8.5%

Contractor Initials: *R-S*
Date: 11/24/16

Exhibit B-2

BUDGET FORM

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

Bidder Name: Community Action Program Belknap & Merrimack County

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

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

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

Indirect As A Percent of Direct

9.5%

Contractor Initials:

Date:

R. L.
11/15/16

Exhibit B-3

BUDGET FORM

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

Bidder Name: Community Action Program Belknap & Merrimack County

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

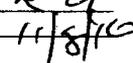
Budget Period: 7/1/2018 - 9/30/2018

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

Indirect As A Percent of Direct

9.3%

Contractor Initials: 

Date: 



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;

RS
Date *11/5/10*



- 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 (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

AG
Date *11/8/10*



- 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.

AT
11/18/16



REVISIONS TO GENERAL PROVISIONS

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

R-R
1/18/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

A-9
11/8/10

New Hampshire Department of Health and Human Services
Exhibit D



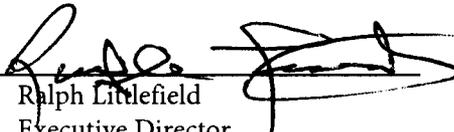
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

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

11/8/2016
Date


Name: Ralph Littlefield
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

11/8/2016

Date


Name: Ralph Littlefield
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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



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

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

PRIMARY COVERED TRANSACTIONS

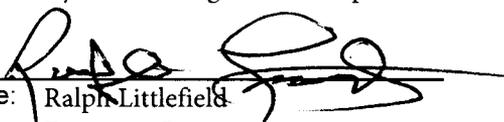
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

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

11/8/2016
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials RL
Date 11/8/16



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

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

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

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

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

Exhibit G

Contractor Initials

AG

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

Date

11/8/10

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

11/8/2016
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G

Contractor Initials

AL

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

Date 11/8/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

11/8/2016
Date


Name: Ralph Littlefield
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

- 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

A-E

11/8/10



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

RA
Date 11/28/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



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.

 The State

 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
11/18/16
 Date

Community Action Program
 Belknap-Merrimack Counties, Inc.

 Name of the Contractor

 Signature of Authorized Representative
Ralph Littlefield
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
11/8/2016
 Date



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

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

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

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

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

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

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

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

11/8/2016
Date


Name: Ralph Littlefield
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: 07-399-7504
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: _____ |

AS
11/10/10

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of July A.D. 2016

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/14/2016, such authority to be in force and effect until 9/30/2018 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 8th day of November, 2016.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 8th day of November, 2016, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


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

Commission Expiration Date:

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

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 14, 2016, and has not been amended or revoked and remains in effect as of the date listed below.

11/8/2016

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2016

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: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302 | | INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance NAIC # 19445 INSURER B: AmGuard Ins Co 42390 INSURER C: Hanover Ins Co. INSURER D: NHMMJUA INSURER E: INSURER F: | |

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 29-LX-067991165-1 | 10/1/2016 | 10/1/2017 | 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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| 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 | | | 29-CA-084608752-1 | 10/1/2016 | 10/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 |
| 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 | | | 29-UD-016698261 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| 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 | COWC771597 (3a.) NH All officers included | 6/17/2016 | 6/17/2017 | <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 |
| C | Blanket Crime | | | BDV1945863 | 3/27/2016 | 3/27/2017 | Limit 500,000 |
| D | Professional | | | NHJUA11882 | 12/30/2015 | 12/30/2016 | Limit 1,000,000 |

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 & Human Services
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 T Franggos/JSC *Jali P. Franggos*



Community Action Program Belknap—Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

CAPBMCI Statement of Purpose

| | | | | | |
|--|---|--|--|---|---|
| <p>ALTON Senior Center 875-7102 Prospect View Housing 875-3111</p> <p>BELMONT Senior Center 267-9887 Heritage Terr. Housing 267-9801</p> <p>BRADFORD Senior Center 938-2104</p> | <p>CONCORD Area Center 225-6880 Head Start 224-6492 Early Head Start 224-6492 Concord Area 225-6092 Meals-on-Wheels 225-1989 Concord Area Transit 225-1989 Horseshoe Pond Place 225-6856 WIC/CSFP 225-2050 Workplace Success 223-2305</p> <p>EPSOM Meadow Brook Housing 736-8250</p> | <p>FRANKLIN Area Center 934-3644 Head Start 934-2161 Early Head Start 934-2161 Senior Center 934-6161 Riverside Housing 934-6340</p> <p>KEARSARGE VALLEY Area Center 456-2207 Head Start 456-2206 North Ridge Housing 456-3398</p> | <p>LACONIA Area Center 524-5512 Head Start 528-5334 Early Head Start 528-5334 Senior Center 524-7689 Family Planning 524-6463 Prenatal 524-6463 Winnepeaukee Transk. 528-2496 Workplace Success 524-4367</p> <p>MEREDITH Area Center 278-6996</p> | <p>NEWBURY Newbury Commons Housing 763-6360</p> <p>OSSIPEE Family Planning 538-7552 Prenatal 538-7552</p> <p>PEMBROKE Village at Pembroke Farms Housing 486-1842</p> | <p>PITTSFIELD Senior Center 436-8482 Head Start 436-6618 Early Head Start 436-6611</p> <p>SUNCOOK Area Center 486-7824 Senior Center 489-4254</p> <p>TILTON Senior Center 527-8291</p> |
|--|---|--|--|---|---|

Financial Statements

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2015 and 2014, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2015.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2015 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedules of revenues and expenditures, and refundable advances are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2015, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell + Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2015 AND 2014**

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash | \$ 663,946 | \$ 1,048,391 |
| Accounts receivable | 2,905,020 | 2,635,718 |
| Prepaid expenses | <u>221,988</u> | <u>233,047</u> |
| Total current assets | <u>3,790,954</u> | <u>3,917,156</u> |
| PROPERTY | | |
| Land, buildings and improvements | 4,618,289 | 4,618,289 |
| Equipment, furniture and vehicles | <u>5,912,869</u> | <u>6,153,197</u> |
| Total property | 10,531,158 | 10,771,486 |
| Less accumulated depreciation | <u>(6,515,032)</u> | <u>(6,393,172)</u> |
| Property, net | <u>4,016,126</u> | <u>4,378,314</u> |
| OTHER ASSETS | | |
| Investments | 70,897 | 94,439 |
| Due from related party | <u>139,441</u> | <u>139,441</u> |
| Total other assets | <u>210,338</u> | <u>233,880</u> |
| TOTAL ASSETS | <u>\$ 8,017,418</u> | <u>\$ 8,529,350</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| CURRENT LIABILITIES | | |
| Current portion of notes payable | \$ 145,551 | \$ 137,236 |
| Accounts payable | 1,629,667 | 1,578,759 |
| Accrued expenses | 993,053 | 1,120,302 |
| Refundable advances | <u>916,503</u> | <u>912,848</u> |
| Total current liabilities | 3,684,774 | 3,749,145 |
| LONG TERM LIABILITIES | | |
| Notes payable, less current portion shown above | <u>1,465,279</u> | <u>1,608,954</u> |
| Total liabilities | <u>5,150,053</u> | <u>5,358,099</u> |
| NET ASSETS | | |
| Unrestricted | 2,317,222 | 2,629,700 |
| Temporarily restricted | <u>550,143</u> | <u>541,551</u> |
| Total net assets | <u>2,867,365</u> | <u>3,171,251</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 8,017,418</u> | <u>\$ 8,529,350</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2015
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2015 Total</u> | <u>2014 Total</u> |
|--|---------------------|-----------------------------------|-----------------------|-----------------------|
| REVENUES AND OTHER SUPPORT | | | | |
| Grant awards | \$ 16,673,978 | | \$ 16,673,978 | \$ 16,799,982 |
| Other funds | 3,310,600 | \$ 2,442,312 | 5,752,912 | 7,487,335 |
| In-kind | 848,954 | | 848,954 | 793,868 |
| United Way | 94,850 | | 94,850 | 86,102 |
| Total revenues and other support | 20,928,382 | 2,442,312 | 23,370,694 | 25,167,287 |
| NET ASSETS RELEASED FROM RESTRICTIONS | <u>2,433,720</u> | <u>(2,433,720)</u> | | |
| Total | <u>23,362,102</u> | <u>8,592</u> | <u>23,370,694</u> | <u>25,167,287</u> |
| EXPENSES | | | | |
| Compensation | 8,177,739 | | 8,177,739 | 8,042,123 |
| Payroll taxes and benefits | 2,186,454 | | 2,186,454 | 2,398,215 |
| Travel | 295,726 | | 295,726 | 289,138 |
| Occupancy | 1,297,227 | | 1,297,227 | 1,195,834 |
| Program services | 8,923,081 | | 8,923,081 | 10,867,215 |
| Other costs | 1,530,175 | | 1,530,175 | 1,771,081 |
| Depreciation | 415,224 | | 415,224 | 455,359 |
| In-kind | 848,954 | | 848,954 | 793,868 |
| Total expenses | <u>23,674,580</u> | | <u>23,674,580</u> | <u>25,812,833</u> |
| CHANGE IN NET ASSETS | (312,478) | 8,592 | (303,886) | (645,546) |
| NET ASSETS, BEGINNING OF YEAR | <u>2,629,700</u> | <u>541,551</u> | <u>3,171,251</u> | <u>3,816,797</u> |
| NET ASSETS, END OF YEAR | <u>\$ 2,317,222</u> | <u>\$ 550,143</u> | <u>\$ 2,867,365</u> | <u>\$ 3,171,251</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014**

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ (303,886) | \$ (645,546) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 415,224 | 455,359 |
| (Gain) loss on sale of property | (22,350) | 4,514 |
| Loss on investment | 32,335 | |
| (Increase) decrease in current assets: | | |
| Accounts receivable | (269,302) | 849,143 |
| Prepaid expenses | 11,059 | 191,320 |
| Increase (decrease) in current liabilities: | | |
| Accounts payable | 50,908 | (443,293) |
| Accrued expenses | (127,249) | (59,324) |
| Refundable advances | 3,655 | (157,176) |
| NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES | <u>(209,606)</u> | <u>194,997</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Additions to property | (60,450) | (214,202) |
| Investment in partnership | (8,793) | (12,020) |
| Proceeds from sale of property | 29,764 | 1,700 |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(39,479)</u> | <u>(224,522)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Repayment of long term debt | (135,360) | (127,536) |
| NET CASH USED IN FINANCING ACTIVITIES | <u>(135,360)</u> | <u>(127,536)</u> |
| NET DECREASE IN CASH | (384,445) | (157,061) |
| CASH BALANCE, BEGINNING OF YEAR | <u>1,048,391</u> | <u>1,205,452</u> |
| CASH BALANCE, END OF YEAR | <u>\$ 663,946</u> | <u>\$ 1,048,391</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | <u>\$ 139,724</u> | <u>\$ 118,011</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2015**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

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

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2015 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$550,143.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2014, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2011.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed

its tax position taken on its information returns for the years (2011 through 2014), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

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

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

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$848,954 in donated facilities, services and supplies for the year ended February 28, 2015 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$424,017 for the year ended February 28, 2015.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$413,905 for the year ended February 28, 2015.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$11,032 for the year ended February 28, 2015.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2015 amounted to \$34,336.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2015. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$916,503 as of February 28, 2015.

4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2015 totaled \$336,795.

5. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2015, the annual lease expense for the leased facilities was \$466,840.

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

| <u>Year Ended February 28</u> | <u>Amount</u> |
|-----------------------------------|-------------------|
| 2016 | <u>\$ 107,483</u> |

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$415,819 at February 28, 2015.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28, 2015) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2015.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2015:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,108,079

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2015. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 390,829

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 91,766

| | |
|---|---------------------|
| 4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. | <u>20,156</u> |
| Total | 1,610,830 |
| Less amounts due within one year | <u>145,551</u> |
| Long term portion | <u>\$ 1,465,279</u> |

The scheduled maturities of long term debt as of February 28, 2015 were as follows:

| <u>Year Ending February 28</u> | <u>Amount</u> |
|------------------------------------|---------------------|
| 2016 | \$ 145,551 |
| 2017 | 154,380 |
| 2018 | 163,753 |
| 2019 | 173,709 |
| 2020 | 184,280 |
| Thereafter | <u>789,157</u> |
| | <u>\$ 1,610,830</u> |

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2015:

| | |
|-------------------------------|---------------------|
| Land | \$ 168,676 |
| Building and improvements | 4,449,613 |
| Equipment and vehicles | <u>5,912,869</u> |
| | 10,531,158 |
| Less accumulated depreciation | <u>(6,515,032)</u> |
| Property and equipment, net | <u>\$ 4,016,126</u> |

Depreciation expense for the year ended February 28, 2015 was \$415,224.

10. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2015. Monitoring has not indicated any discrepancies.

11. CONCENTRATION OF RISK

For the year ended February 28, 2015, approximately \$10,600,000 (45%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2015, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2015, there were no deposits in excess of the uninsured limits.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2015, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

| | | |
|--------------------------|----|----------------|
| Senior Center | \$ | 120,826 |
| Elder Services | | 220,314 |
| NH Rotary Food Challenge | | 5,071 |
| Common Pantry | | 6,605 |
| Community Crisis | | 3,578 |
| Caring Fund | | 12,690 |
| Agency-FAP | | 12,169 |
| Agency-H/S | | 157,487 |
| Agency-FP/PN | | 8,774 |
| FGP/SCP Assoc. Region 1 | | 1,183 |
| Other Programs | | <u>1,446</u> |
| | \$ | <u>550,143</u> |

13. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

| | <u>Program</u> | <u>Management</u> | <u>Total</u> |
|----------------------------|----------------|-------------------|--------------|
| Salaries and wages | \$ 7,781,954 | \$ 395,785 | \$ 8,177,739 |
| Benefits and payroll taxes | 2,040,658 | 145,796 | 2,186,454 |
| Travel | 292,103 | 3,623 | 295,726 |
| Occupancy | 1,189,639 | 107,588 | 1,297,227 |
| Program services | 8,923,081 | | 8,923,081 |
| Other costs: | | | |
| Accounting fees | 16,416 | 32,670 | 49,086 |
| Legal fees | 1,770 | 592 | 2,362 |
| Supplies | 221,230 | 26,602 | 247,832 |

| | | | |
|---------------------------------------|----------------------|-------------------|----------------------|
| Postage and shipping | 59,481 | 1,099 | 60,580 |
| Equipment rental and maintenance | 1,691 | 2,591 | 4,282 |
| Printing and publications | 3,279 | 1,742 | 5,021 |
| Conferences, conventions and meetings | 6,889 | 5,945 | 12,834 |
| Interest | 126,452 | 13,272 | 139,724 |
| Insurance | 206,524 | 29,585 | 236,109 |
| Membership fees | 10,837 | 1,480 | 12,317 |
| Utility and maintenance | 5,042 | 53,514 | 58,556 |
| Other | 683,716 | 17,756 | 701,472 |
| Depreciation | 413,758 | 1,466 | 415,224 |
| In kind | <u>848,954</u> | <u> </u> | <u>848,954</u> |
| | <u>\$ 22,833,474</u> | <u>\$ 841,106</u> | <u>\$ 23,674,580</u> |

14. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2015.

15. RECLASSIFICATION

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

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$70,897 at February 28, 2015.

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

measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

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

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

At February 28, 2015, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

| | | |
|---|--------|-------------------|
| Beginning balance – mutual funds | \$ | 59,439 |
| Total gains (losses) - realized /unrealized | | 6,175 |
| Purchases | | 5,283 |
| Ending Balance – mutual funds | \$ | <u>70,897</u> |

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

17. FISCAL AGENT

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

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2015, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| FEDERAL GRANTOR/ PROGRAM TITLE | CFDA NUMBER | PASS THROUGH GRANTOR NUMBER | EXPENDITURES |
|---|----------------|--------------------------------------|-------------------|
| <u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u> | | | |
| Head Start | 93.600 | N/A | \$ 3,673,175 |
| Through State of New Hampshire | | | |
| Weatherization-HRRP | 93.568 | | 71,969 |
| Fuel Assistance | 93.568 | 611001 | 3,994,936 |
| Fuel Assistance-SEAS | 93.044 | 611001 | 7,018 |
| Title III Part C | 93.045 | 410338 | 479,147 |
| Community Services Block Grant | 93.569 | 610155 | 472,191 |
| Title XX - Block Grant | 93.667 | 410338 | 272,657 |
| Family Planning | 93.217 | 610237 | 91,786 |
| Family Planning | 93.558 | 610237 | 39,732 |
| Family Planning | 93.840 | 610237 | 7,010 |
| Title III Part B Rural Transportation | 93.044 | 410338 | 102,143 |
| Home Visiting | 93.505 | N/A | 72,753 |
| Prenatal | 93.994 | 520243 | 23,240 |
| Merrimack County Service Link Program | 93.324 | N/A | 14,591 |
| Merrimack County Service Link Program | 93.052 | N/A | 11,065 |
| Merrimack County Service Link Program | 93.667 | N/A | 32,143 |
| Merrimack County Service Link Program | 93.048 | N/A | 77,774 |
| Merrimack County Service Link Program | 93.071 | N/A | 5,915 |
| Merrimack County Service Link Program | 93.517 | N/A | 28,048 |
| Merrimack County Service Link Program | 93.779 | N/A | 2,348 |
| Senior Medicare Patrol Program Capacity Building | 93.048 | | 30,677 |
| Elder Services/NSIP | 93.053 | 410338 | 204,459 |
| Through Southern New Hampshire Services | | | |
| Workplace Success | 93.558 | N/A | 241,015 |
| Through Lakes Region Partnership for Public Health | | | |
| Marketplace Assister Services | 93.525 | | 55,801 |
| | | | <u>10,011,593</u> |
| <u>US DEPARTMENT OF AGRICULTURE</u> | | | |
| Through State of New Hampshire | | | |
| WIC | 10.557 | 611080 | 750,341 |
| CSFP | 10.565 | 611080 | 619,458 |
| Senior Farmers Market | 10.576 | | 86,515 |
| Surplus Food-TEFAP/Admin | 10.568 | N/A | 171,257 |
| Surplus Food-TEFAP | 10.569 | N/A | 1,620,598 |
| CACF Head Start/USDA | 10.558 | N/A | 209,373 |
| Summer Food-USDA | 10.559 | | 132,511 |
| | | | <u>3,590,063</u> |
| <u>CORPORATION FOR NATIONAL SERVICES</u> | | | |
| Senior Companion | 94.016 | N/A | 354,744 |
| <u>US DEPARTMENT OF TRANSPORTATION</u> | | | |
| Through State of New Hampshire | | | |
| Concord Area Transit | 20.509 | | 474,060 |
| Concord Area Transit-New Freedom | 20.521 | | 43,670 |
| Concord Area Transit | 20.513 | | 22,852 |
| Winnepesaukee Transit System | 20.509 | 68022 | 55,520 |
| Winnepesaukee Transit System | 20.521 | | 834 |
| Through County of Merrimack | | | |
| Rural Transportation | 20.513 | | 26,499 |
| Volunteer Driver Program | 20.513 | | 99,482 |
| | | | <u>723,917</u> |

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**Through New Hampshire Housing Finance Authority**

| | | | |
|----------------------------------|--------|--|---------|
| Statewide Lead Abatement Program | 14.900 | | 783,513 |
|----------------------------------|--------|--|---------|

Through State of New Hampshire

| | | | |
|-----------------------------|--------|-----|---------------|
| Outreach Program | 14.235 | N/A | 81,631 |
| Emergency Solutions Grant | 14.231 | N/A | 20,379 |
| Homeless Prevention | 14.235 | N/A | 28,269 |
| Supportive Housing Services | 14.235 | | <u>64,260</u> |

Through National Center for Healthy Housing

| | | | |
|---------------|--------|--|--------------|
| Radon Program | 14.906 | | <u>1,450</u> |
|---------------|--------|--|--------------|

979,502**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

| | | | |
|----------------|--------|--------|----------------|
| Weatherization | 81.042 | 551896 | <u>189,824</u> |
|----------------|--------|--------|----------------|

189,824**US DEPARTMENT OF LABOR****Through State of New Hampshire**

| | | | |
|-------------------------------------|--------|--------|---------|
| Senior Community Service Employment | 17.235 | 610063 | 479,497 |
|-------------------------------------|--------|--------|---------|

Through Southern New Hampshire Services

| | | | |
|-------------------------------|--------|-----|----------------|
| WIA-Adult Program | 17.258 | N/A | 111,148 |
| WIA-Dislocated Worker Program | 17.260 | N/A | <u>115,119</u> |

705,764**HOMELAND SECURITY****Through United Way**

| | | | |
|------------------------------------|--------|--|--------------|
| Emergency Food and Shelter Program | 97.024 | | <u>1,335</u> |
|------------------------------------|--------|--|--------------|

TOTAL AWARDS EXPENDED\$ 16,556,742**NOTE A - BASIS OF PRESENTATION**

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2015. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Because the schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, Cost Principles for Non-Profit Organizations, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

| <u>CFDA Number</u> | <u>Program Name</u> | <u>Amount Provided</u> |
|--------------------|----------------------------------|------------------------|
| 14.900 | Statewide Lead Abatement Program | \$ 92,466 |

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair value of the commodities received and distributed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2015, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell + Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2015. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2015.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts
Professional Association*

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2015

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program Belknap-Merrimack Counties, Inc.
2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.600 Head Start/Early Head Start
 - 10.557 Special Supplement Nutrition Program for Women, Infants, and Children (WIC)
 - 93.558 Temporary Assistance for Needy Families (TANF)
 - 20.513 Enhanced Mobility of Seniors and Individuals With Disabilities
 - 20.521 New Freedom Program
 - 20.509 Formula Grants for Rural Areas
8. The threshold for distinguishing Type A and B programs was \$515,067
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Grant Period</u> <u>10/1/13-9/30/14</u> | <u>Grant Period</u> <u>10/1/14-9/30/15</u> | <u>Total</u> |
|-----------------------------|---|---|---------------------|
| Revenues | | | |
| Division of Human Resources | \$ 860,873 | \$ 3,134,063 | \$ 3,994,936 |
| Other | 537 | 788 | 1,323 |
| | <u>\$ 861,410</u> | <u>\$ 3,134,849</u> | <u>\$ 3,996,259</u> |
| Expenditures | | | |
| Personnel | \$ 167,832 | \$ 194,450 | \$ 362,282 |
| Fringe benefits | 24,423 | 32,906 | 57,329 |
| Travel | 2,181 | 737 | 2,918 |
| Occupancy | 23,423 | 33,448 | 56,871 |
| Direct program costs | 609,072 | 2,846,095 | 3,455,167 |
| Other costs | 34,479 | 27,213 | 61,692 |
| | <u>\$ 861,410</u> | <u>\$ 3,134,849</u> | <u>\$ 3,996,259</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Grant Period</u> <u>7/1/13 - 6/30/14</u> | <u>Grant Period</u> <u>7/1/14 - 6/30/15</u> | <u>Total</u> |
|-----------------------------------|--|--|-------------------|
| Revenues | | | |
| Corporation for National Services | <u>\$ 89,165</u> | <u>\$ 265,579</u> | <u>\$ 354,744</u> |
| | | | |
| Expenditures | | | |
| Personnel | \$ 78,761 | \$ 180,167 | \$ 258,928 |
| Fringe benefits | 2,686 | 18,864 | 21,550 |
| Travel | 6,731 | 60,774 | 67,505 |
| Other costs | <u>987</u> | <u>5,774</u> | <u>6,761</u> |
| | <u>\$ 89,165</u> | <u>\$ 265,579</u> | <u>\$ 354,744</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Grant Period</u> <u>1/1/14-12/31/14</u> | <u>Grant Period</u> <u>1/1/15-12/31/15</u> | <u>Total</u> |
|--|---|---|---------------------|
| Revenues | | | |
| U.S. Department of Health and Human Services | \$ 3,019,936 | \$ 653,239 | \$ 3,673,175 |
| In-Kind | 1,114,333 | 92,738 | 1,207,071 |
| Other | <u>8,800</u> | <u>-</u> | <u>8,800</u> |
| | <u>\$ 4,143,069</u> | <u>\$ 745,977</u> | <u>\$ 4,889,046</u> |
| | | | |
| Expenditures | | | |
| Personnel | \$ 2,077,616 | \$ 430,286 | \$ 2,507,902 |
| Fringe benefits | 319,130 | 73,688 | 392,818 |
| Travel | 36,775 | 9,385 | 46,160 |
| In-Kind | 1,114,333 | 92,738 | 1,207,071 |
| Other costs | <u>595,215</u> | <u>140,204</u> | <u>735,419</u> |
| | <u>\$ 4,143,069</u> | <u>\$ 746,301</u> | <u>\$ 4,889,370</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Grant Period</u> <u>7/1/13 - 6/30/14</u> | <u>Grant Period</u> <u>7/1/14 - 6/30/15</u> | <u>Total</u> |
|--|--|--|---------------------|
| Revenues | | | |
| NH Department of Health and Human Services | | | |
| Title XX | \$ 156,527 | \$ 338,833 | \$ 495,360 |
| Title III Part C | 256,907 | 630,301 | 887,208 |
| NH Department of Health and Human Services | 111,932 | 92,528 | 204,460 |
| Other | <u>-</u> | <u>530,753</u> | <u>530,753</u> |
| | <u>\$ 525,366</u> | <u>\$ 1,592,415</u> | <u>\$ 2,117,781</u> |
| Expenditures | | | |
| Personnel | \$ 329,819 | \$ 675,951 | \$ 1,005,770 |
| Fringe benefits | 32,995 | 63,039 | 96,034 |
| Occupancy | 55,229 | 102,148 | 157,377 |
| Travel | 42,475 | 81,101 | 123,576 |
| Other costs | <u>262,141</u> | <u>509,182</u> | <u>771,323</u> |
| | <u>\$ 722,659</u> | <u>\$ 1,431,421</u> | <u>\$ 2,154,080</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Grant Period</u> <u>10/1/13-9/30/14</u> | <u>Grant Period</u> <u>10/1/14-9/30/15</u> | <u>Total</u> |
|---------------------|---|---|---------------------|
| Revenues | <u>\$ 885,042</u> | <u>\$ 1,074,568</u> | <u>\$ 1,959,610</u> |
| Expenditures | | | |
| Personnel | \$ 177,296 | \$ 142,589 | \$ 319,885 |
| Fringe benefits | 33,512 | 25,444 | 58,956 |
| Travel | 2,163 | 463 | 2,626 |
| Occupancy | 5,735 | 5,162 | 10,897 |
| Other costs | <u>666,336</u> | <u>901,061</u> | <u>1,567,397</u> |
| | <u>\$ 885,042</u> | <u>\$ 1,074,719</u> | <u>\$ 1,959,761</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Twin River Community Corp (054 & 055) | \$ 25,341 | \$ 42,943 |
| Cottage Hotel (065 & 066) | 8,515 | 8,916 |
| Sandy Ledge (094 & 095) | 9,361 | 19,893 |
| Ozanam (105 & 106) | 17,899 | 20,674 |
| Senior Center Program (138) | 20,693 | 22,847 |
| Franklin Intergenerational (185 & 186) | 44,194 | 45,524 |
| Senior Companion Program - Non Federal (224 & 225) | 104,194 | 83,739 |
| Senior Companion Program - State (234 & 235) | 21,043 | 21,043 |
| Franklin Community Services (294 & 295) | 24,195 | 25,655 |
| Head Start - Childcare (354 & 355) | 1,018,905 | 798,740 |
| Lakes Region Family Center (384 & 385) | 160,297 | 160,297 |
| REIP (402) | 58,534 | 33,119 |
| NH Modular Ramp (433 & 434) | 35,990 | 34,622 |
| Sun Safety (484) | 1,355 | 716 |
| New Hampshire Housing Guarantee Program (494 & 495) | 211,333 | 211,333 |
| Core Program (504 & 505) | 887,463 | 915,787 |
| NH Rotary (540) | 1,061 | 0 |
| Common Pantry (554 & 555) | 126 | 41 |
| Oral Health WIC (600) | 6,135 | 469 |
| Epsom Elderly Housing (644 & 645) | 71,416 | 71,416 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Belmont Housing (654 & 655) | \$ 67,141 | \$ 67,141 |
| Alton Housing (664 & 665) | 48,485 | 48,485 |
| Kearsarge Housing (674 & 675) | 60,768 | 60,768 |
| Riverside Housing (684 & 685) | 63,808 | 63,808 |
| Pembroke Housing (700 & 709) | 62,106 | 62,106 |
| Homeless Revolving Loan (728) | 8,147 | 8,147 |
| Area Centers (764 & 765) | 259,487 | 210,320 |
| THE FIXIT Program (834 & 835) | 3,105 | 1,278 |
| Loan Guarantee Program (847) | 41,208 | 41,208 |
| MC Loan Guarantee Program (848) | 3,016 | 3,016 |
| The Caring Fund (864 & 865) | 2,416 | 1,501 |
| FGP/SCP Association Region 1 (875) | 1,183 | 0 |
| Agency WIC/CSFP (883) | (4,443) | 898 |
| Newbury Elderly Housing (884) | 55,888 | 72,497 |
| Agency Account (911 & 980) | (30,174) | 588,412 |
| Agency Account FAP (922) | 93,938 | 98,318 |
| Agency Account SCP (933 & 934) | 1,911 | 5,559 |
| H/S Agency (944 & 945) | 111,425 | 5,072 |
| Agency FP/PN (963) | 995 | 0 |
| Agency Development Fund (981) | 182,455 | 105,214 |
| Agency Horseshoe Pond Place (995 & 996) | 16,922 | 16,922 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| <u>FUND #</u> | <u>FUND NAME</u> | <u>HHS PROGRAM CFDA#</u> | <u>AMOUNT</u> |
|----------------------|---|--|--------------------------|
| 047 | Supportive Housing Services | | \$ 636 |
| 114 | Radon Program | | 175 |
| 126 | EAP - Lead Agency | | 18,204 |
| 146 | Merrimack County Service Link | 93.778 (\$2,471 of deferred amount is not federal) | 4,943 |
| 157 | Merrimack County Service Link | 93.778 (deferred amount is not federal) | 1,847 |
| 196 | Electric Assistance Program | | 49,915 |
| 225 | Senior Companion Program - Non - Federal | | 1,083 |
| 364 | Home Visiting - HFA | 93.558 (deferred amount is not federal) | 247 |
| 455 | Housing Preservation Fund | | 14,540 |
| 495 | NH Housing Guarantee Program | | 103,442 |
| 505 | Core Program | | 13,345 |
| 546 | Summer Feeding | | 30,919 |
| 575 | Fuel Assistance Program | 93.568 (\$2,910 of deferred amount is not federal) | 150,200 |
| 595 | Homeless Prevention | | 234,707 |
| 615 | Women, Infant & Children | | 4,204 |
| 715 | Concord Area Transit | | 64,173 |
| 728 | Homeless Revolving Loan Fund - Belknap County | | 39,612 |
| 729 | Homeless Revolving Loan Fund - Merrimack County | | 8,179 |
| 765 | Area Center Program | | 1,476 |
| 835 | Fixit Program | | 71,574 |
| 847 | Loan Guarantee Program | | 30 |
| 856 | New Start Program | | 28,118 |
| 883 | Agency Account - WIC/CSFP | | 771 |
| 906 | Community Services Block Grant | 93.569 | 72,913 |
| 945 | Agency Account - Head Start | | 1,250 |
| | | TOTAL | <u>\$ 916,503</u> |

Effective August 2016

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

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber

Vice President - Vacant

Bill Johnson

Dennis Martino, *Secretary-Clerk*

David Siff

Kathy Goode, *Treasurer*

Diana Lacey

Heather Brown

Christine Averill

Nicolette Clark

Donna Barnett

Theresa M. Cromwell

RALPH LITTLEFIELD

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$37 million dollars and a staff of 410 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project,
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start Claremont, New Hampshire

June 1971 – General Services Director

KATHRYN R. LAVIGNE

WORK EXPERIENCE

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

EDUCATION

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

REFERENCES

Available upon request.

PAMELA JOLIVETTE

EMPLOYMENT HISTORY

ELDER SERVICES DIRECTOR

8/97 — Present

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

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

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

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

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

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

SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR

12/84 — 8/97

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

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

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

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

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

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

GERIATRIC CASE MANAGER 7/82 — 3/84

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

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

SUPPORT SERVICES DIRECTOR 6/80 — 7/82

Twin Rivers Counseling Center
Franklin, NH 03235

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

PROGRAM DIRECTOR 3/76 — 4/79

Lamoille County Mental Health
Morrisville VT

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

CURRENT PROFESSIONAL ASSOCIATIONS

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

EDUCATION AND TRAINING

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

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

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

JENNIFER HO-SUE

Objectives

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

Experience

Center Manager 3/2016 - Current

ServiceLink Resource Center of Merrimack County - Concord, NH 03301

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

Program Manager 12/2014 – 3/2016

ServiceLink Resource Center of Strafford County - Rochester, NH 03867

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

Administrative Supervisor V • 05/2007 - 09/2013

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

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

ServiceLink Network Coordinator 1/2003- 5/2007

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

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

Policy Writer, Researcher ▪ 08/2001 - 01/2003

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

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

Social Services Assistant ▪ 09/2000 - 08/2001

Rochester Manor Nursing Home: Whitehall Rd. Rochester NH 03867

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

Family Services Specialist II ▪ 01/1998 -09/2000

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

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

Skills

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

Education

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

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

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

SHIP Program Specialist Certified – Medicare Specialist (2016)

Community Action Program Belknap-Merrimack Counties, Inc.

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

**ServiceLink Resource Center of Merrimack County
1/1/2017 – 9/30/2018**

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|--|---------------|----------------------------------|---------------------------------------|
| Ralph Littlefield | Executive Director | \$ 140,639 | 0% | \$ 0.00 |
| Kathy Lavigne | Chief Accountant | \$ 63,960 | 0% | \$ 0.00 |
| Pam Jolivette | Director, Elder Services | \$ 69,882 | 0% | \$ 0.00 |
| Jennifer Ho-Sue | Merrimack County ServiceLink Resource Center Manager | \$ 50,017.50 | 100% | \$ 50,017.50 |

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-03)

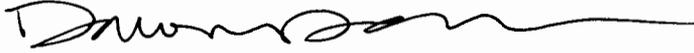
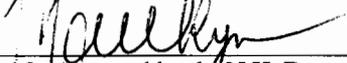
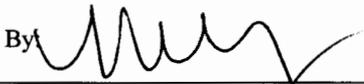
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Crotched Mountain Community Care, Inc. | | 1.4 Contractor Address 30 International Drive, Suite 202 Portsmouth, NH 03801 | |
| 1.5 Contractor Phone Number 603-431-3042 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$1,021,731.42 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Lisa Perales, Vice President Nursing/ Director Population Health | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>11/10/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | DAWN M. DOERR, Notary Public State of New Hampshire My Commission Expires April 6, 2021 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Dawn M. Doerr, Medical Staff Coordinator | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Muureen Ryan, Director OHS | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. York - Attorney On: <u>11/29/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials P
Date 11/16/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Statement of Work

2.1. ServiceLink Administrative Requirements

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



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

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- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:


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



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

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

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



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

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



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

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

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

3. Reporting Requirements

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

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

4. Performance Measures

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

5. Staffing

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



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

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



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



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

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
- 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
- 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.

5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:

5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:

- 5.7.1.1. Carroll and Sullivan .25 FTE;
- 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
- 5.7.1.3. Grafton .75 FTE;
- 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
- 5.7.1.5. Rockingham 1.25 FTE.

5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:

- 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
- 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
- 5.7.2.3. Merrimack County 2 FTE; and
- 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

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

6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



Method and Conditions Precedent to Payment

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

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



Exhibit B

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

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11/10/16

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

Bidder Name: Crotched Mountain

Improving Access to Information and Services for
Individuals and Families Needing Long Term
Budget Request for: Supports and Services:
(Name of RFP)

Budget Period: State Fiscal Year 2017

| | | | | | | | | |
|---|---------------|--------------|---------------|--------------|--------------|--------------|---------------|---------------|
| 1. Total Salary/Wages | \$ 194,766.73 | \$ - | \$ 194,766.73 | \$ - | \$ - | \$ - | \$ 194,766.73 | \$ 194,766.73 |
| 2. Employee Benefits | \$ 48,691.68 | \$ - | \$ 48,691.68 | \$ - | \$ - | \$ - | \$ 48,691.68 | \$ 48,691.68 |
| 3. Consultants/Interpreter | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 1,175.00 | \$ - | \$ 1,175.00 | \$ - | \$ - | \$ - | \$ 1,175.00 | \$ 1,175.00 |
| Repair and Maintenance | \$ 1,425.00 | \$ - | \$ 1,425.00 | \$ - | \$ - | \$ - | \$ 1,425.00 | \$ 1,425.00 |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,605.00 | \$ - | \$ 3,605.00 | \$ - | \$ - | \$ - | \$ 3,605.00 | \$ 3,605.00 |
| 6. Travel | \$ 6,200.00 | \$ - | \$ 6,200.00 | \$ - | \$ - | \$ - | \$ 6,200.00 | \$ 6,200.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rent | \$ 19,476.00 | \$ - | \$ 19,476.00 | \$ 7,476 | \$ - | \$ 7,476.00 | \$ 12,000.00 | \$ 12,000.00 |
| Electricity | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 |
| Heating | \$ 400.00 | \$ - | \$ 400.00 | \$ - | \$ - | \$ - | \$ 400.00 | \$ 400.00 |
| Other Occupancy | \$ 50.00 | \$ - | \$ 50.00 | \$ - | \$ - | \$ - | \$ 50.00 | \$ 50.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 4,510.00 | \$ - | \$ 4,510.00 | \$ - | \$ - | \$ - | \$ 4,510.00 | \$ 4,510.00 |
| Postage | \$ 1,185.00 | \$ - | \$ 1,185.00 | \$ - | \$ - | \$ - | \$ 1,185.00 | \$ 1,185.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 750.00 | \$ - | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ 750.00 |
| 11. Staff Education and Training | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ - | \$ - | \$ 250.00 | \$ 250.00 |
| 12. Subcontracts/Agreements | \$ 1,650.00 | \$ - | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ 1,650.00 | \$ 1,650.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Printing and Reproduction | \$ 625.00 | \$ - | \$ 625.00 | \$ - | \$ - | \$ - | \$ 625.00 | \$ 625.00 |
| Advertising | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Strategic Planning | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues | \$ 850.00 | \$ - | \$ 850.00 | \$ - | \$ - | \$ - | \$ 850.00 | \$ 850.00 |
| Permits/Fees/Test/License/Certification | \$ 50.00 | \$ - | \$ 50.00 | \$ - | \$ - | \$ - | \$ 50.00 | \$ 50.00 |
| Volunteer Activities | \$ - | \$ 10,437.70 | \$ 10,437.70 | \$ - | \$ 10,437.70 | \$ 10,437.70 | \$ - | \$ - |
| Miscellaneous | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fiscal Agent Fee | \$ 29,947.79 | \$ - | \$ 29,947.79 | \$ 3,597.37 | \$ - | \$ 3,597.37 | \$ 26,350.42 | \$ 26,350.42 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 316,607.20 | \$ 10,437.70 | \$ 327,044.90 | \$ 11,073.37 | \$ 10,437.70 | \$ 21,511.07 | \$ 305,533.83 | \$ 305,533.83 |

Indirect As A Percent of Direct

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

Bidder/Program Name: Crotched Mountain

Improving Access to Information and
Services for Individuals and Families Needing
Budget Request for: Long Term Supports and Services:
(Name of RFP)

Budget Period: State Fiscal Year 2018

| | | | | | | | | |
|---|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|----------------------|---------------|
| 1. Total Salary/Wages | \$ 389,533.46 | \$ - | \$ 389,533.46 | \$ - | \$ - | \$ - | \$ 389,533.46 | \$ 389,533.46 |
| 2. Employee Benefits | \$ 97,383.36 | \$ - | \$ 97,383.36 | \$ - | \$ - | \$ - | \$ 97,383.36 | \$ 97,383.36 |
| 3. Consultants/Interpreter | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 2,350.00 | \$ - | \$ 2,350.00 | \$ - | \$ - | \$ - | \$ 2,350.00 | \$ 2,350.00 |
| Repair and Maintenance | \$ 2,850.00 | \$ - | \$ 2,850.00 | \$ - | \$ - | \$ - | \$ 2,850.00 | \$ 2,850.00 |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 7,210.00 | \$ - | \$ 7,210.00 | \$ - | \$ - | \$ - | \$ 7,210.00 | \$ 7,210.00 |
| 6. Travel | \$ 12,400.00 | \$ - | \$ 12,400.00 | \$ - | \$ - | \$ - | \$ 12,400.00 | \$ 12,400.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rent | \$ 38,952.00 | \$ - | \$ 38,952.00 | \$ 14,952 | \$ - | \$ 14,952.00 | \$ 24,000.00 | \$ 24,000.00 |
| Electricity | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ - | \$ - | \$ 2,000.00 | \$ 2,000.00 |
| Heating | \$ 800.00 | \$ - | \$ 800.00 | \$ - | \$ - | \$ - | \$ 800.00 | \$ 800.00 |
| Other Occupancy | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ 100.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 9,020.00 | \$ - | \$ 9,020.00 | \$ - | \$ - | \$ - | \$ 9,020.00 | \$ 9,020.00 |
| Postage | \$ 2,370.00 | \$ - | \$ 2,370.00 | \$ - | \$ - | \$ - | \$ 2,370.00 | \$ 2,370.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ 1,500.00 | \$ 1,500.00 |
| 11. Staff Education and Training | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ 500.00 |
| 12. Subcontracts/Agreements | \$ 3,300.00 | \$ - | \$ 3,300.00 | \$ - | \$ - | \$ - | \$ 3,300.00 | \$ 3,300.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Printing and Reproduction | \$ 1,250.00 | \$ - | \$ 1,250.00 | \$ - | \$ - | \$ - | \$ 1,250.00 | \$ 1,250.00 |
| Advertising | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Strategic Planning | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues | \$ 1,700.00 | \$ - | \$ 1,700.00 | \$ - | \$ - | \$ - | \$ 1,700.00 | \$ 1,700.00 |
| Permits/Fees/Test/License/Certification | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ 100.00 |
| Volunteer Activities | \$ - | \$ 20,875.40 | \$ 20,875.40 | \$ - | \$ 20,875.40 | \$ 20,875.40 | \$ - | \$ - |
| Miscellaneous | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fiscal Agent Fee | \$ 48,687.07 | \$ - | \$ 48,687.07 | \$ 34,336.30 | \$ - | \$ 34,336.30 | \$ 14,350.77 | \$ 14,350.77 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 622,005.89 | \$ 20,875.40 | \$ 642,881.29 | \$ 49,288.30 | \$ 20,875.40 | \$ 70,163.70 | \$ 572,717.59 | \$ - |

Indirect As A Percent of Direct

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Contractor Initials: *P*

Date: *11/10/16*

Contractor Initials: *P*

Date: *11/10/16*

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

Bidder/Program Name: Crotched Mountain

Improving Access to Information and Services for
Individuals and Families Needing Long Term

Budget Request for: Supports and Services:
(Name of RFP)

Budget Period: State Fiscal Year 2019

| | | | | | | | | |
|---|----------------------|--------------------|----------------------|---------------------|--------------------|---------------------|----------------------|--------------|
| 1. Total Salary/Wages | \$ 97,383.37 | \$ - | \$ 97,383.37 | \$ - | \$ - | \$ - | \$ 97,383.37 | \$ 97,383.37 |
| 2. Employee Benefits | \$ 24,345.84 | \$ - | \$ 24,345.84 | \$ - | \$ - | \$ - | \$ 24,345.84 | \$ 24,345.84 |
| 3. Consultants/Interpreter | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 587.50 | \$ - | \$ 587.50 | \$ - | \$ - | \$ - | \$ 587.50 | \$ 587.50 |
| Repair and Maintenance | \$ 712.50 | \$ - | \$ 712.50 | \$ - | \$ - | \$ - | \$ 712.50 | \$ 712.50 |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,802.50 | \$ - | \$ 1,802.50 | \$ - | \$ - | \$ - | \$ 1,802.50 | \$ 1,802.50 |
| 6. Travel | \$ 3,100.00 | \$ - | \$ 3,100.00 | \$ - | \$ - | \$ - | \$ 3,100.00 | \$ 3,100.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rent | \$ 9,738.00 | \$ - | \$ 9,738.00 | \$ 3,738 | \$ - | \$ 3,738.00 | \$ 6,000.00 | \$ 6,000.00 |
| Electricity | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ 500.00 |
| Heating | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ - | \$ - | \$ 200.00 | \$ 200.00 |
| Other Occupancy | \$ 25.00 | \$ - | \$ 25.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,255.00 | \$ - | \$ 2,255.00 | \$ - | \$ - | \$ - | \$ 2,255.00 | \$ 2,255.00 |
| Postage | \$ 592.50 | \$ - | \$ 592.50 | \$ - | \$ - | \$ - | \$ 592.50 | \$ 592.50 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 375.00 | \$ - | \$ 375.00 | \$ - | \$ - | \$ - | \$ 375.00 | \$ 375.00 |
| 11. Staff Education and Training | \$ 125.00 | \$ - | \$ 125.00 | \$ - | \$ - | \$ - | \$ 125.00 | \$ 125.00 |
| 12. Subcontracts/Agreements | \$ 825.00 | \$ - | \$ 825.00 | \$ - | \$ - | \$ - | \$ 825.00 | \$ 825.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Printing and Reproduction | \$ 312.50 | \$ - | \$ 312.50 | \$ - | \$ - | \$ - | \$ 312.50 | \$ 312.50 |
| Advertising | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Strategic Planning | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues | \$ 425.00 | \$ - | \$ 425.00 | \$ - | \$ - | \$ - | \$ 425.00 | \$ 425.00 |
| Permits/Fees/Test/License/Certification | \$ 25.00 | \$ - | \$ 25.00 | \$ - | \$ - | \$ - | \$ 25.00 | \$ 25.00 |
| Volunteer Activities | \$ - | \$ 5,218.85 | \$ 5,218.85 | \$ - | \$ 5,218.85 | \$ 5,218.85 | \$ - | \$ - |
| Miscellaneous | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fiscal Agent Fee | \$ 12,370.28 | \$ - | \$ 12,370.28 | \$ 8,481.99 | \$ - | \$ 8,481.99 | \$ 3,888.29 | \$ 3,888.29 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 155,699.99 | \$ 5,218.85 | \$ 160,918.84 | \$ 12,219.99 | \$ 5,218.85 | \$ 17,438.84 | \$ 143,480.00 | \$ - |

Indirect As A Percent of Direct

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SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

11/10/16
Date

Dina Perales, UPA/Director Population Health
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

11/10/16
Date

Alex Perales
Name: UPN/Director Population Health
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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11/10/16



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/10/16
Date

Diana Peoples
Name:
Title: VPN / Director Population Health



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

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

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

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

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

Exhibit G

Contractor Initials

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:

11/10/16
Date

Oliver Perales
Name:
Title: VPW / Director Population Health

Exhibit G

Contractor Initials

P

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

Date 11/10/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/10/16
Date

Chris Perales
Name:
Title: WRN / Director Population Health



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 initials of the contractor, appearing to be 'P' or similar, written over a horizontal line.

11/10/16



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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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.

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/21/16
Date

Crotched Mountain Community Care, Inc.
Name of the Contractor

Lisa Perales
Signature of Authorized Representative

Lisa Perales
Name of Authorized Representative

Vice President Nursing / Director Population Health
Title of Authorized Representative

11/10/16
Date



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

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

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

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

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

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

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

Contractor Name:

11/10/16
Date

Diana Perales
Name: WPN / Director Population Health
Title:



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: 964891464
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:

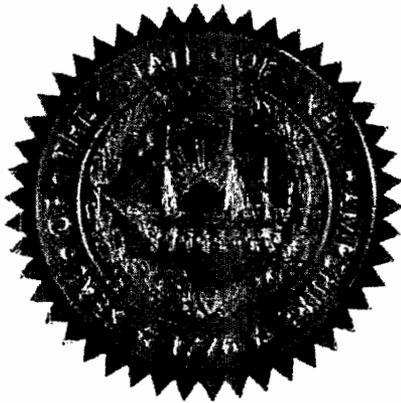
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CROTCHED MOUNTAIN COMMUNITY CARE, INC. is a New Hampshire nonprofit corporation filed June 6, 1986. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of August, 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, MICHAEL REDMOND, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Crotched Mountain Community Care.
(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 AUG. 16, 2016:
(Date)

RESOLVED: That the Vice President of Nursing, Director of Population Health
(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 10th day of NOVEMBER, 2016.
(Date Contract Signed)

4. Lisa Perales is the duly elected Vice President of Nursing, Director of Population Health
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 18th day of Nov, 2016.

By MICHAEL REDMOND
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

DAWN M. DOERR, Notary Public
State of New Hampshire
My Commission Expires April 6, 2021
(NOTARY SEAL)

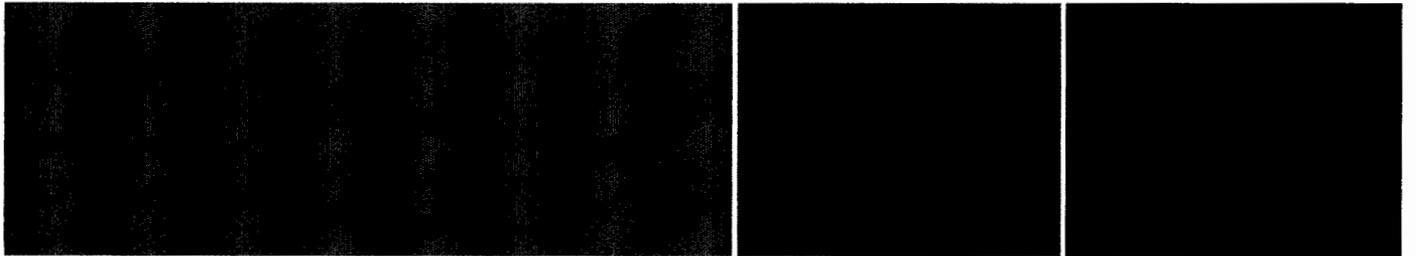
Commission Expires: _____

Crotched Mountain Community Care

Mission Statement

To maintain or improve client's functional health status, improve health care access, reduce cost, provide high quality well-coordinated care, support, and advocacy enabling clients to remain living independently in their own homes.

Our mission is on behalf of "high need-high cost" clients with multiple, complex, and chronic conditions often combined with behavioral health complexities and socioeconomic challenges.



CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

FINANCIAL STATEMENTS

with

ADDITIONAL INFORMATION

June 30, 2015 and 2014

With Independent Auditor's Report

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Crotched Mountain Rehabilitation Center, Inc.

We have audited the accompanying financial statements of Crotched Mountain Rehabilitation Center, Inc. (the Center), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of operations, change 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 (U.S. GAAP); 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 the Center, as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. GAAP.

Other Matter

Other Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The information included in the accompanying Schedules 1 and 2 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 29, 2015

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CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Statements of Financial Position

June 30, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|--|----------------------|----------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 290,966 | \$ 2,483,635 |
| Accounts receivable, less allowances for doubtful accounts of approximately \$559,000 in 2015 and \$1,020,000 in 2014 | 8,072,968 | 8,639,414 |
| Other current assets | <u>591,639</u> | <u>577,373</u> |
| Total current assets | <u>8,955,573</u> | <u>11,700,422</u> |
| Property and equipment | | |
| Land and land improvements | 3,272,877 | 3,252,369 |
| Buildings and building improvements | 60,773,956 | 60,160,306 |
| Furniture and equipment | 10,989,503 | 10,733,082 |
| Motor vehicles | 2,355,534 | 2,217,246 |
| Construction in progress | <u>226,727</u> | <u>264,280</u> |
| | <u>77,618,597</u> | <u>76,627,283</u> |
| Accumulated depreciation | <u>(49,281,517)</u> | <u>(47,640,447)</u> |
| Property and equipment, net | <u>28,337,080</u> | <u>28,986,836</u> |
| Interest in net assets of Crotoned Mountain Foundation | <u>6,472,750</u> | <u>6,492,533</u> |
| Total assets | <u>\$ 43,765,403</u> | <u>\$ 47,179,791</u> |

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

LIABILITIES AND NET ASSETS

| | <u>2015</u> | <u>2014</u> |
|---|-----------------------------|-----------------------------|
| Current liabilities | | |
| Accounts payable | \$ 1,466,980 | \$ 1,472,046 |
| Accrued salaries, wages and related taxes | 1,552,003 | 1,331,889 |
| Other accrued liabilities | 713,350 | 767,025 |
| Line of credit | 800,000 | 1,500,000 |
| Current portion of long-term debt | 1,054,000 | 1,008,000 |
| Due to third-party payors | <u>106,485</u> | <u>2,485,796</u> |
| Total current liabilities | 5,692,818 | 8,564,756 |
| Due to related party | 1,606,307 | 558,907 |
| Fair value of interest rate swap | 1,241,824 | 1,301,261 |
| Long-term debt, net of current portion | <u>28,679,099</u> | <u>29,601,946</u> |
| Total liabilities | <u>37,220,048</u> | <u>40,026,870</u> |
| Net assets | | |
| Unrestricted | 72,605 | 660,388 |
| Temporarily restricted | 5,329,749 | 5,349,532 |
| Permanently restricted | <u>1,143,001</u> | <u>1,143,001</u> |
| Total net assets | <u>6,545,355</u> | <u>7,152,921</u> |
| Total liabilities and net assets | <u>\$ 43,765,403</u> | <u>\$ 47,179,791</u> |

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Statements of Operations

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|-----------------------|
| Unrestricted revenues | | |
| Room and board, tuition and special services, net | \$ 42,869,459 | \$ 41,463,065 |
| Other revenue | 1,665,152 | 1,637,515 |
| Support from Crotched Mountain Foundation for operations | 2,334,268 | 171,344 |
| Net assets released from restrictions transferred from Crotched Mountain Foundation for operations | <u>244,864</u> | <u>326,524</u> |
| Total unrestricted revenues | <u>47,113,743</u> | <u>43,598,448</u> |
| Expenses | | |
| Salaries and wages | 26,449,888 | 24,480,503 |
| Benefits | 6,095,526 | 6,159,068 |
| Contracted services | 2,601,781 | 2,230,735 |
| Management fees | 3,064,896 | 2,794,066 |
| Supplies | 2,991,960 | 2,850,543 |
| Household and property | 1,670,970 | 1,817,654 |
| Other | 1,175,264 | 1,192,545 |
| Interest | 1,334,565 | 1,380,654 |
| Depreciation | 2,344,910 | 2,354,656 |
| Nursing home quality assessment tax | <u>489,013</u> | <u>546,485</u> |
| Total expenses | <u>48,218,773</u> | <u>45,806,909</u> |
| Loss from operations | <u>(1,105,030)</u> | <u>(2,208,461)</u> |
| Nonoperating income | | |
| Contributions and bequests | 19,781 | 69,470 |
| Investment income | - | 52 |
| Change in fair value of interest rate swap | <u>59,437</u> | <u>10,861</u> |
| Net nonoperating income | <u>79,218</u> | <u>80,383</u> |
| Deficiency of revenues over expenses | <u>(1,025,812)</u> | <u>(2,128,078)</u> |
| Other changes in unrestricted net assets | | |
| Support from Crotched Mountain Foundation for capital acquisitions | 95,717 | 238,953 |
| Net assets released from restrictions transferred from Crotched Mountain Foundation for capital acquisitions | <u>342,312</u> | <u>18,800</u> |
| Total other changes in unrestricted net assets | <u>438,029</u> | <u>257,753</u> |
| Decrease in unrestricted net assets | <u>\$ (587,783)</u> | <u>\$ (1,870,325)</u> |

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

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|-----------------------|
| Decrease in unrestricted net assets | \$ <u>(587,783)</u> | \$ <u>(1,870,326)</u> |
| Temporarily restricted net assets | | |
| Net assets released from restrictions transferred from Crothed Mountain Foundation | (587,176) | (345,324) |
| Other changes in interest in net assets of Crothed Mountain Foundation | <u>567,393</u> | <u>1,393,196</u> |
| (Decrease) increase in temporarily restricted net assets | <u>(19,783)</u> | <u>1,047,872</u> |
| Decrease in net assets | (607,566) | (822,454) |
| Net assets, beginning of year | <u>7,152,921</u> | <u>7,975,375</u> |
| Net assets, end of year | <u>\$ 6,545,355</u> | <u>\$ 7,152,921</u> |

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

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Cash flows from operating activities | | |
| Decrease in net assets | \$ (607,566) | \$ (822,454) |
| Adjustments to reconcile decrease in net assets to net cash provided by operating activities | | |
| Depreciation and amortization | 2,390,283 | 2,400,029 |
| Provision for bad debts | 161,847 | - |
| Change in fair value of interest rate swap | (59,437) | (10,861) |
| Support from Crotched Mountain Foundation for capital acquisitions | (95,717) | (238,953) |
| Contributions restricted for long-term purposes | (58,723) | (234,824) |
| Net change in interest in net assets of Crotched Mountain Foundation | 19,783 | (1,047,872) |
| Changes in operating assets and liabilities | | |
| Accounts receivable | 404,599 | 3,016,750 |
| Other current assets | (14,266) | (92,455) |
| Accounts payable | (5,066) | 160,947 |
| Accrued salaries, wages and related taxes | 220,114 | 45,515 |
| Other accrued liabilities | (53,675) | 211,139 |
| Due to third-party payors | (2,379,311) | 373,860 |
| Due to related party | <u>1,047,400</u> | <u>(1,091,207)</u> |
| Net cash provided by operating activities | <u>970,265</u> | <u>2,669,614</u> |
| Cash flows from investing activities | | |
| Purchases of property and equipment, net | <u>(1,604,750)</u> | <u>(1,078,909)</u> |
| Cash flows from financing activities | | |
| Net decrease in line of credit | (700,000) | (60,000) |
| Repayments of long-term debt | (1,012,624) | (976,460) |
| Support from Crotched Mountain Foundation for capital acquisitions | 95,717 | 238,953 |
| Contributions received for long-term purposes | <u>58,723</u> | <u>234,824</u> |
| Net cash used by financing activities | <u>(1,558,184)</u> | <u>(562,683)</u> |
| Net (decrease) increase in cash and cash equivalents | <u>(2,192,669)</u> | 1,028,022 |
| Cash and cash equivalents, beginning of year | <u>2,483,635</u> | <u>1,455,613</u> |
| Cash and cash equivalents, end of year | \$ <u>290,966</u> | \$ <u>2,483,635</u> |
| Supplemental disclosure of cash flow information: | | |
| Acquisition of equipment through long-term borrowings | \$ <u>90,404</u> | \$ <u>156,010</u> |
| Cash paid during the year for interest | \$ <u>1,293,209</u> | \$ <u>1,356,424</u> |

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

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Organization

Crotched Mountain Rehabilitation Center, Inc. (the Center) is a tax-exempt entity which provides educational and rehabilitative services to physically challenged children and adults, primarily in the Northeastern United States. Crotched Mountain Foundation (the Foundation), the sole member of the Center, is a tax-exempt entity which provides planning, fundraising and management services to the Center and other affiliates.

1. Summary of Significant Accounting Policies

Basis of Accounting

The financial statements of the Center are prepared in conformity with U.S. generally accepted accounting principles (U.S. GAAP) applicable to not-for-profit organizations.

Fair Value of Financial Instruments

The Center's financial instruments consist of cash and cash equivalents, accounts receivable, interest in net assets of the Foundation, an interest rate swap, accounts payable, accrued liabilities and debt, substantially all of which bears interest at a variable rate. The estimated fair value of these financial instruments approximates their carrying value at June 30, 2015 and 2014.

Cash and Cash Equivalents

Highly liquid savings deposits and debt investments with maturities of three months or less at the time of acquisition are considered cash equivalents.

Financial instruments that potentially subject the Center to concentrations of credit risk consist principally of checking, savings and time deposit accounts with banks. These balances fluctuate during the year and can exceed the limit of Federal Deposit Insurance Corporation coverage. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on historical account write-off patterns by payors. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

In evaluating the collectability of patient accounts receivable, the Center analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for doubtful accounts. For receivables relating to services provided to patients having third-party coverage, the Center records the receivable at the contractually due amount. For receivables relating to self-pay patients (which includes both

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

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patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), the Center records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable or unwilling to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

During 2015, the Center decreased its estimate from \$1,020,000 to \$559,000, in the allowance for doubtful accounts. Direct write-offs increased from approximately \$260,000 in 2014 to approximately \$625,000 in 2015. These changes resulted from trends experienced in the collection of amounts from self-pay patients.

Property and Equipment

Property and equipment are stated at cost or, if donated, at fair value determined at the date of donation, less accumulated depreciation. The Center's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the life of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives.

Interest in Net Assets of Crotoned Mountain Foundation

In accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-20, *Financially Interrelated Entities*, the Center has recognized its interest in the fair value of net assets held on its behalf by the Foundation, all of which have been restricted by outside donors to be used by the Center.

The change in interest in net assets of Crotoned Mountain Foundation for the years ended June 30 is composed of the following:

| | <u>2015</u> | <u>2014</u> |
|--|--------------------|---------------------|
| Net assets released from restrictions | \$ (587,176) | \$ (345,324) |
| Temporarily restricted contributions | 597,974 | 664,033 |
| Temporarily restricted investment income | <u>(30,581)</u> | <u>729,163</u> |
| | <u>\$ (19,783)</u> | <u>\$ 1,047,872</u> |

Bond Issuance Costs and Reclassifications

Certain costs related to the issuance of bonds, such as accountant, attorney and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. During the year ended June 30, 2015, the Center adopted FASB Accounting Standards Update No. 2015-03 - *Interest-Imputation of Interest - Simplifying the Presentation of Debt Issuance Costs*. As a result, the unamortized bond issuance costs as of June 30, 2015 and 2014 have been reclassified to be presented as a direct deduction from the carrying amount of the related bonds payable. In addition, the amortization of the bond issuance costs has been reclassified to interest expense for the years ended June 30, 2015 and 2014.

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Derivative Financial Instruments

FASB ASC 958-815, *Derivatives and Hedging*, requires that all derivative instruments be reported in the statement of financial position at fair value and establishes criteria for designation and effectiveness of hedging relationships. The Center uses an interest rate swap agreement to hedge its exposure to the volatility of interest rates.

The interest rate swap is not considered a cash flow hedge. As a result, the entire unrealized gain on the interest rate swap for 2015 and 2014 has been included in the deficiency of revenues over expenses.

Qualified Retirement Plan

The Foundation has a defined contribution retirement plan in which the Center participates. The plan covers all employees who have reached age 21 and completed 1,000 hours of service during the plan year. No employee contributions are allowed under the plan. Each year, the employer may make a discretionary profit-sharing contribution on behalf of eligible employees. No contributions were made to the plan for the years ended June 30, 2015 and 2014. The plan has a five-year vesting schedule. Massachusetts Mutual Financial Group serves as the trustee of the plan assets.

In addition, the Foundation has a tax-exempt, defined contribution plan in which certain Center employees participate. The plan covers substantially all employees, except students and part-time employees who normally work less than 20 hours during the plan year. Employees may begin making elective deferrals to the plan upon hire. No employer contributions are allowed under the plan. Massachusetts Mutual Financial Group serves as the trustee of the plan assets.

Earned Time Benefits

The Foundation and its affiliates have an accrued time plan to provide fringe benefits for their hourly employees. Under this plan, each employee earns paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. For covered employees, hours earned, but not used, vest with the employee. The Center records its portion of the expected future cost of these benefits as they are earned.

Contractual Allowances

The Center is reimbursed for the cost of certain services rendered as determined through the provisions of various rate-setting and reimbursement regulations established by certain third-party reimbursing agencies. The differences between the established billing rates and the amounts recoverable from third-party reimbursing agencies (contractual allowances) are accounted for as deductions from revenues.

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Deficiency of Revenues over Expenses

The statements of operations include deficiency of revenues over expenses. Changes in unrestricted net assets which are excluded from deficiency of revenues over expenses include support from the Foundation for the purpose of acquiring long-lived assets, and long-lived assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use has been limited by donors to a specified time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-Restricted Contributions

Donations are reported at fair value at the date of receipt. All gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations and changes in net assets as net assets released from restrictions. Restricted income and gains earned on temporarily restricted net assets are reflected in the changes in temporarily restricted net assets. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

The Center reports gifts of furniture, fixtures and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Self-Insurance

The Center is fully self-insured for employee medical and dental costs. Commercial insurance has been purchased with respect to individual claims over certain dollar limits and annual aggregate claim limitations. The accrued benefits related to this plan include both claims payable and an estimated provision for claims incurred, but not yet reported.

Income Taxes

The Center has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

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Use of Estimates

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 29, 2015, which is the date that the financial statements were issued.

2. Related Party Transactions

In the absence of donor restrictions, the Foundation has discretionary control over the amounts to be distributed to the Center, the timing of such distributions, and the purposes for which such funds are to be used. The Foundation's unrestricted net assets are distributed to the Center in amounts and in the period determined by the Foundation's Board of Directors, who also may designate the use of such assets for specific purposes. Temporarily restricted assets and income earned on permanently restricted funds of the Foundation are distributed to the Center as required to comply with the purposes specified by the original donor.

The following is a summary of financial support provided by the Foundation:

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|-------------------|
| Net assets released from restrictions transferred from Crotched Mountain Foundation | | |
| For operations | \$ 244,864 | \$ 326,524 |
| For capital acquisitions | <u>342,312</u> | <u>18,800</u> |
| | <u>\$ 587,176</u> | <u>\$ 345,324</u> |
| Support from Crotched Mountain Foundation | | |
| For operations | \$ 2,334,268 | \$ 171,344 |
| For capital acquisitions | <u>95,717</u> | <u>238,953</u> |
| | <u>\$ 2,429,985</u> | <u>\$ 410,297</u> |

The Center engages in transactions with the Foundation and its affiliates, including the payment of various expenses such as salaries and employee benefits on behalf of these entities. During 2015 and 2014, the Center purchased certain management and consulting services from the Foundation which amounted to \$3,064,896 and \$2,794,066, respectively. Support from the Foundation is provided to the Center for operations and capital acquisitions as determined by the Board of Directors. There are no established repayment terms for the balance.

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

June 30, 2015 and 2014

3. Fair Value Measurements

FASB ASC 820 defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC 820-10-20 defines fair value as the exchange price that would be received for an asset or paid for a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value.

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

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

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

Assets and liabilities measured at fair value on a recurring basis are summarized below:

2015

| | <u>Level 2</u> | <u>Total</u> |
|--|---------------------|---------------------|
| Interest in net assets of Crotched Mountain Foundation | <u>\$ 6,472,750</u> | <u>\$ 6,472,750</u> |
| Interest rate swap | <u>\$ 1,241,824</u> | <u>\$ 1,241,824</u> |

2014

| | <u>Level 2</u> | <u>Total</u> |
|--|---------------------|---------------------|
| Interest in net assets of Crotched Mountain Foundation | <u>\$ 6,492,533</u> | <u>\$ 6,492,533</u> |
| Interest rate swap | <u>\$ 1,301,261</u> | <u>\$ 1,301,261</u> |

The fair value of financial instruments is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for the Center's various financial instruments. The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities. The fair value for Level 2 liabilities is based on market interest rates using the income approach. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Notes to Financial Statements

June 30, 2015 and 2014

4. Line of Credit

As of June 30, 2015 and 2014, the Center had available a \$2,000,000 line of credit with a bank, maturing November 30, 2015. Interest accrues on the line at an adjustable rate equal to 2.50% above the One Month LIBOR; however, at no time shall the rate be less than 3.00%. The interest rate at June 30, 2015 and 2014 was 3.00%. The line of credit is collateralized by substantially all assets of the Center. The line of credit agreement contains certain covenant requirements related to the Center's financial position and operating results. The Center was in compliance with these requirements as of June 30, 2015 and 2014.

5. Long-Term Debt

Long-term debt consists of the following:

| | <u>2015</u> | <u>2014</u> |
|--|----------------------------|----------------------------|
| New Hampshire Health and Education Facilities Authority (NHHEFA) Series 2010 revenue bonds; interest at a variable rate plus principal are due on the first of each month; matures December 1, 2030; net of unamortized bond issuance costs of \$733,434 and \$778,807 at June 30, 2015 and 2014, respectively. Collateralized by substantially all assets. | \$26,050,332 | \$26,775,665 |
| State of New Hampshire State Revolving Fund Loan; principal and interest payable in annual installments through March 2030; interest rate determined annually based on the lower of 3.744% or 80% of the established 11 General Obligation Bond Index published the first week of the month of October before the payment date (2.86% at June 30, 2015). The note is collateralized by an interest in real property located in Greenfield, New Hampshire and other security instruments. | 3,442,943 | 3,609,143 |
| Various vehicle and equipment loans with maturity dates ranging from 2015 through 2020 and interest rates between 0% and 6.00%. These loans are collateralized by the vehicles and equipment financed. | <u>239,824</u> | <u>225,138</u> |
| | 29,733,099 | 30,609,946 |
| Less current portion | <u>1,054,000</u> | <u>1,008,000</u> |
| | <u>\$28,679,099</u> | <u>\$29,601,946</u> |

Aggregate annual principal payments required under the various loan agreements for the next five years are as follows:

| | |
|------|--------------|
| 2016 | \$ 1,054,000 |
| 2017 | 1,067,000 |
| 2018 | 1,120,000 |
| 2019 | 1,128,000 |
| 2020 | 1,178,000 |

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

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Interest expense charged to operations, including amortization of bond issuance costs of \$45,374, was \$1,334,565 and \$1,380,654 during the years ended June 30, 2015 and 2014, respectively.

The NHHEFA Series 2010 revenue bonds consist of tax-exempt, variable rate revenue bonds due in monthly principal payments, which increase on an annual basis, ranging from \$65,639 in 2016 to \$126,988 in 2030, with a final balloon payment of \$9,423,544 due at maturity on December 1, 2030. The variable interest rate at June 30, 2015 and 2014 was 2.12% and 2.10%, respectively.

On November 30, 2010, the Center entered into an interest rate swap agreement, which effectively fixes the interest rate on the revenue bonds at 4.145%. As of June 30, 2015 and 2014, the Center recorded a liability of \$1,241,824 and \$1,301,261, respectively, in the statements of financial position related to the interest rate swap agreement. As of June 30, 2015 and 2014, the variable interest rate applicable to the interest rate swap matched the variable interest rate of the Series 2010 bond, respectively. Gains of \$59,437 and \$10,861 were recorded during 2015 and 2014, respectively, in the statements of operations representing the change in fair value of the interest rate swaps during the periods. The counterparty to the interest rate swap agreement is a major financial institution which also participates in the Center's bank credit facilities. The Center is exposed to credit risk equal to the net amount receivable under the swap agreement, not the notional amount, in the event of nonperformance of the counterparty. Credit loss from the counterparty nonperformance is not anticipated. The notional amounts of the swap agreements were \$26,783,766 and \$27,554,472 at June 30, 2015 and 2014, respectively. The notional value declines in amounts which match the reduction of the outstanding bonds.

The Foundation has guaranteed certain debt of the Center aggregating \$26,783,766 and \$27,554,472 as of June 30, 2015 and 2014, respectively, through a pledge of gross receipts and an assignment of certain unrestricted investments.

The Center and its affiliates, including the Foundation, are required, on a consolidated basis, to comply with certain financial and nonfinancial debt covenants related to its bonds payable. The Center and its affiliates were in compliance with these requirements as of June 30, 2015 and 2014.

6. Restricted Net Assets

Temporarily restricted net assets are available for the following purposes:

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Capital expenditures | \$ 4,457,577 | \$ 4,439,756 |
| Accessible recreation trail | 115,531 | 155,986 |
| James E. Chandler swimming pool | 125,943 | 130,046 |
| Affordable housing planning | - | 92,128 |
| Endow chair for rehabilitative medicine | - | 8,888 |
| Chiropractic Care in Rehabilitation | 335,521 | - |
| Program support | <u>295,177</u> | <u>522,728</u> |
| | <u>\$ 5,329,749</u> | <u>\$ 5,349,532</u> |

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

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The return on permanently restricted net assets is restricted for the following purposes:

| | <u>2015</u> | <u>2014</u> |
|----------------------|---------------------|---------------------|
| Capital expenditures | \$ 529,000 | \$ 529,000 |
| Medical director | 500,000 | 500,000 |
| Program support | <u>114,001</u> | <u>114,001</u> |
| | <u>\$ 1,143,001</u> | <u>\$ 1,143,001</u> |

7. Room and Board, Tuition and Special Services Revenue

The Center charges its patients for room and board, tuition and other special services. Certain charges are discounted to the estimated net realizable amounts expected to be received from patients and third-party reimbursing agencies. Net room and board, tuition and special services revenue of the Center for the years ended June 30, 2015 and 2014 is comprised as follows:

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Room and board | \$28,327,803 | \$27,274,217 |
| Tuition | 10,931,394 | 10,699,298 |
| Special services | 4,319,493 | 4,256,818 |
| Less: Provision for bad debts | <u>(161,847)</u> | <u>-</u> |
| | 43,416,843 | 42,230,333 |
| Contractual allowances and provision for free services | <u>(547,384)</u> | <u>(767,268)</u> |
| | <u>\$42,869,459</u> | <u>\$41,463,065</u> |

8. Volume of Business Concentration

The Center's operations depend heavily on certain contracts with federal and state governmental agencies and municipal school systems. Changes in reimbursement methodology could have a significant impact on the Center's operations. Credit is extended without collateral.

Gross revenue by payor is as follows:

| | <u>2015</u> | <u>2014</u> |
|--------------------------|--------------|--------------|
| Medicaid/Medicare | 18 % | 21 % |
| Municipal school systems | 48 | 49 |
| Other third-parties | 2 | 3 |
| Private pay | 4 | 2 |
| Other | <u>28</u> | <u>25</u> |
| | <u>100 %</u> | <u>100 %</u> |

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Accounts receivable is comprised of the following:

| | <u>2015</u> | <u>2014</u> |
|--------------------------|--------------|--------------|
| Medicaid/Medicare | 20 % | 33 % |
| Municipal school systems | 53 | 36 |
| Other third-parties | 3 | 1 |
| Private pay | 3 | 7 |
| Other | <u>21</u> | <u>23</u> |
| | <u>100 %</u> | <u>100 %</u> |

9. Commitments and Contingencies

Medical Malpractice Insurance

The Center maintains medical malpractice insurance coverage on a claims-made basis. The Center is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Center 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 Center has evaluated its exposure to losses arising from potential claims and to determine no such accrual is necessary for the year ended June 30, 2015. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

Health and Dental Benefits

Center employees have the option to participate in a health and dental benefit plan sponsored by the Foundation. The plan is primarily self-insured; however, the Foundation maintains a reinsurance policy for coverage of annual claims in excess of \$100,000 per individual with aggregate coverage at a minimum attachment point of approximately \$6.7 million. The aggregate is calculated based upon expected claims which vary depending upon enrollment. The Center's portion of the expense in providing the plan and the reinsurance premiums was \$3,084,958 and \$3,321,706 in 2015 and 2014, respectively.

Litigation

The Center is involved in litigation and regulatory investigations arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without adverse material effect on the Center's future financial position or results of operations.

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

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10. Conditional Promises to Give

The Foundation has received a conditional promise to give in support of the Center's Chiropractic Care in Rehabilitation program. The conditional gift includes a remaining total of \$1,500,000 over three years for operating expenses of the Chiropractic Care in Rehabilitation program.

11. Volunteer Services (unaudited)

Total volunteer service hours received by the Center in 2015 and 2014 were approximately 6,700 and 7,700, respectively. The volunteers provide various services to the Center, none of which have been recognized as revenue or expense in the statements of operations.

12. Nursing Facility Quality Assessment

The New Hampshire Legislature enacted a quality assessment tax on revenues derived from nursing care services. The tax rate in effect at June 30, 2015 and 2014 was 5.5%. The total tax assessed was \$489,013 and \$546,485 for the years ended June 30, 2015 and 2014, respectively.

13. Functional Expenses

The Center provides educational and rehabilitative services to physically challenged children and adults. Functional expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$43,598,712 | \$41,425,519 |
| General and administrative | <u>4,620,061</u> | <u>4,381,390</u> |
| | <u>\$48,218,773</u> | <u>\$45,806,909</u> |

ADDITIONAL INFORMATION

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Details of Unrestricted Revenues

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Room and board | | |
| Group homes | \$18,860,462 | \$17,310,335 |
| Ward | 4,504,045 | 4,864,535 |
| Brain injury program | <u>4,963,296</u> | <u>5,099,347</u> |
| | <u>28,327,803</u> | <u>27,274,217</u> |
| Tuition | <u>10,931,394</u> | <u>10,699,298</u> |
| Special services | | |
| Physical and occupational therapies | 1,980,399 | 1,899,428 |
| Speech therapy | 1,271,678 | 1,263,271 |
| Psychology | 625,604 | 640,993 |
| Other | <u>441,812</u> | <u>453,126</u> |
| | <u>4,319,493</u> | <u>4,256,818</u> |
| Total gross room and board, tuition and special services revenue | <u>43,578,690</u> | <u>42,230,333</u> |
| Deductions from revenues | | |
| Provisions for doubtful accounts | 161,847 | - |
| Contractual allowances and provision for free services | <u>547,384</u> | <u>767,268</u> |
| Total deductions from revenues | <u>709,231</u> | <u>767,268</u> |
| Room and board, tuition and special services revenue, net | <u>42,869,459</u> | <u>41,463,065</u> |
| Other operating revenues | | |
| Rental income | 261,018 | 273,632 |
| Grant revenue | 207,038 | 175,777 |
| Dietary income | 212,098 | 214,411 |
| Daycare income | 164,634 | 173,303 |
| Day program | 288,134 | 308,455 |
| Other | <u>532,230</u> | <u>491,937</u> |
| | <u>1,665,152</u> | <u>1,637,515</u> |
| Support from Crotched Mountain Foundation for operations | <u>2,334,268</u> | <u>171,344</u> |
| Net assets released from restrictions transferred from Crotched Mountain Foundation for operations | <u>244,864</u> | <u>326,524</u> |
| | <u>\$47,113,743</u> | <u>\$43,598,448</u> |

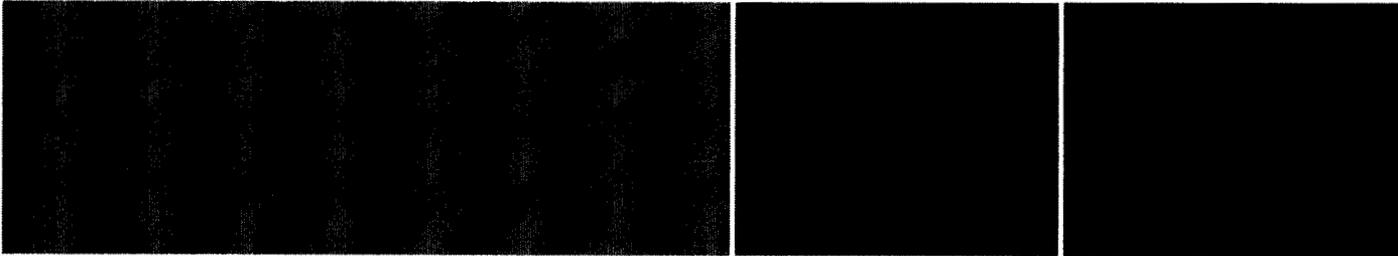
CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

Details of Operating Expenses

Years Ended June 30, 2015 and 2014

| | Total | | Personnel Costs | | Supplies and Other Expenses | |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------------|----------------------|
| | 2015 | 2014 | 2015 | 2014 | 2015 | 2014 |
| Professional services | | | | | | |
| Residential services | \$ 13,771,863 | \$ 12,497,148 | \$ 12,136,981 | \$ 10,989,355 | \$ 1,634,882 | \$ 1,507,793 |
| Health center | <u>6,249,419</u> | <u>5,917,304</u> | <u>5,973,420</u> | <u>5,743,841</u> | <u>275,999</u> | <u>173,463</u> |
| | <u>20,021,282</u> | <u>18,414,452</u> | <u>18,110,401</u> | <u>16,733,196</u> | <u>1,910,881</u> | <u>1,681,256</u> |
| Medical services | | | | | | |
| Medical director | 464,140 | 598,142 | 433,016 | 582,979 | 31,124 | 15,163 |
| Physician services | 131,895 | 119,367 | 20,150 | 23,257 | 111,745 | 96,110 |
| Center for Medical Home Improvement | 164 | 4,704 | - | - | 164 | 4,704 |
| Clinical and outreach programs | 2,936,732 | 2,568,465 | 2,473,609 | 2,181,633 | 463,123 | 386,832 |
| Specialty hospital | 10,320,596 | 10,311,721 | 7,607,696 | 7,514,611 | 2,712,900 | 2,797,110 |
| Health center | <u>988,558</u> | <u>852,037</u> | <u>938,154</u> | <u>815,268</u> | <u>50,404</u> | <u>36,769</u> |
| | <u>14,842,085</u> | <u>14,454,436</u> | <u>11,472,625</u> | <u>11,117,748</u> | <u>3,369,460</u> | <u>3,336,688</u> |
| General and administrative | | | | | | |
| Executive office | 350,523 | 354,441 | - | 1,414 | 350,523 | 353,028 |
| Central records and medical library | 99,048 | 97,943 | 92,954 | 92,771 | 6,094 | 5,172 |
| Management fees | <u>3,064,896</u> | <u>2,794,066</u> | <u>-</u> | <u>-</u> | <u>3,064,896</u> | <u>2,794,066</u> |
| | <u>3,514,467</u> | <u>3,246,450</u> | <u>92,954</u> | <u>94,185</u> | <u>3,421,513</u> | <u>3,152,266</u> |
| Household and property | | | | | | |
| Housekeeping | 642,908 | 613,336 | 573,819 | 537,343 | 69,089 | 75,993 |
| Laundry | 65,572 | 57,028 | 43,216 | 40,996 | 22,356 | 16,032 |
| Telephone | 153,982 | 133,564 | 101,982 | 88,675 | 52,000 | 44,889 |
| Operation of plant | <u>3,363,597</u> | <u>3,273,650</u> | <u>1,346,077</u> | <u>1,239,420</u> | <u>2,017,520</u> | <u>2,034,230</u> |
| | <u>4,226,059</u> | <u>4,077,578</u> | <u>2,065,094</u> | <u>1,906,434</u> | <u>2,160,965</u> | <u>2,171,144</u> |
| Dietary | 1,935,405 | 1,878,683 | 804,340 | 788,008 | 1,131,065 | 1,090,675 |
| Interest | 1,334,565 | 1,380,654 | - | - | 1,334,565 | 1,380,654 |
| Depreciation | <u>2,344,910</u> | <u>2,354,656</u> | <u>-</u> | <u>-</u> | <u>2,344,910</u> | <u>2,354,656</u> |
| Total operating expenses | <u>\$ 48,218,773</u> | <u>\$ 45,806,909</u> | <u>\$ 32,545,414</u> | <u>\$ 30,639,571</u> | <u>\$ 15,673,359</u> | <u>\$ 15,167,339</u> |





CROTCHED
MOUNTAIN

CONSOLIDATED FINANCIAL STATEMENTS

with

ADDITIONAL INFORMATION

June 30, 2013 and 2012

With Independent Auditor's Report



CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

June 30, 2013 and 2012

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Crotched Mountain Foundation and Affiliates

We have audited the accompanying consolidated financial statements of Crotched Mountain Foundation and Affiliates (the Organization), which comprise the statements of financial position as of June 30, 2013 and 2012 and the related consolidated statements of operations and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the 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 circumstance, but not for the propose 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 consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2013 and 2012, and the related consolidated results of its operations, and its consolidated cash flows for the years then ended, in conformity with U.S generally accepted accounting principles.

Other Matter

Other Information

Our audits were made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The accompanying additional information, listed in the Table of Contents, is presented for the purposes of additional analysis and is not a required part of the basic 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 audit procedures applied in the audits of the basic 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 basic consolidated financial statements taken as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 30, 2013

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidated Statements of Financial Position

June 30, 2013 and 2012

ASSETS

| | 2013 | 2012 |
|--|----------------------|----------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 1,836,774 | \$ 2,324,452 |
| Accounts receivable, less allowances for doubtful accounts of \$1,280,000 in 2013 and \$1,478,000 in 2012 | 12,919,443 | 9,383,294 |
| Bequests, pledges, and other receivables | 83,303 | 246,667 |
| Inventories | 390,338 | 374,017 |
| Prepaid expenses and other current assets | 374,925 | 358,409 |
| Other receivable | <u>13,410</u> | <u>41,983</u> |
| Total current assets | <u>15,618,193</u> | <u>12,728,822</u> |
| Property, plant and equipment | | |
| Land and land improvements | 4,710,860 | 4,675,817 |
| Buildings and building improvements | 68,702,338 | 67,802,135 |
| Furniture and equipment | 15,003,524 | 14,542,348 |
| Motor vehicles | 2,328,901 | 2,235,752 |
| Construction in progress | <u>128,644</u> | <u>807,410</u> |
| | 90,874,267 | 90,063,462 |
| Accumulated depreciation | <u>(55,307,902)</u> | <u>(52,379,766)</u> |
| Property, plant and equipment, net | <u>35,566,365</u> | <u>37,683,696</u> |
| Other assets | | |
| Restricted cash | 1,659,142 | 1,535,338 |
| Bond issuance costs, net of accumulated amortization | 824,181 | 860,954 |
| Unrestricted investments - at fair value | <u>14,849,638</u> | <u>15,104,993</u> |
| Total other assets | <u>17,332,961</u> | <u>17,501,285</u> |
| Donor-restricted assets | | |
| Pledges receivable, net of current portion | 36,891 | 33,996 |
| Charitable gift annuities, at net present value | 308,430 | 291,924 |
| Investments - at fair value | | |
| By donors for specific purposes | 22,577,537 | 20,294,054 |
| By donors for permanent endowment | <u>8,017,653</u> | <u>8,008,633</u> |
| Total donor-restricted investments | <u>30,595,190</u> | <u>28,302,687</u> |
| Total donor-restricted assets | <u>30,940,511</u> | <u>28,628,607</u> |
| Beneficial interests in perpetual trusts | <u>8,814,670</u> | <u>8,114,104</u> |
| Total assets | <u>\$108,272,700</u> | <u>\$104,656,514</u> |

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

LIABILITIES AND NET ASSETS

| | 2013 | 2012 |
|---|----------------------|----------------------|
| Current liabilities | | |
| Accounts payable | \$ 1,644,895 | \$ 1,471,186 |
| Accrued salaries, wages and related taxes | 1,789,747 | 1,605,512 |
| Other accrued liabilities | 747,475 | 898,424 |
| Line of credit advance | 1,560,000 | 1,390,000 |
| Current portion of long-term debt | 1,027,782 | 1,137,750 |
| Current portion of charitable annuity liability | 16,412 | 17,729 |
| Due to third-party payors | <u>2,111,936</u> | <u>-</u> |
| Total current liabilities | <u>8,898,247</u> | <u>6,520,601</u> |
| Long-term debt, net of current portion | <u>31,855,574</u> | <u>32,766,923</u> |
| Other long-term obligations | | |
| Fair value of interest rate swap | 1,312,121 | 2,397,823 |
| Charitable gift annuity liability, net of current portion | 56,019 | 60,026 |
| Capital advances | <u>4,729,400</u> | <u>4,729,400</u> |
| Total liabilities | <u>46,851,361</u> | <u>46,474,773</u> |
| Commitments and contingencies (Notes 5, 6, 9 and 15) | | |
| Net assets | | |
| Unrestricted | 20,890,985 | 21,025,573 |
| Temporarily restricted | 23,698,032 | 21,033,431 |
| Permanently restricted | <u>16,832,322</u> | <u>16,122,737</u> |
| Total net assets | <u>61,421,339</u> | <u>58,181,741</u> |
| Total liabilities and net assets | <u>\$108,272,700</u> | <u>\$104,656,514</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidated Statement of Operations

**Year Ended June 30, 2013
(With Comparative Totals for the Year Ended June 30, 2012)**

| | 2013 | | | 2012 | |
|---|-----------------------------|-------------------------------|-------------------------------|-----------------------------|-----------------------------|
| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> | <u>Total</u> |
| Revenues and gains | | | | | |
| Room and board, tuition and special services, net | \$ 40,566,681 | \$ - | \$ - | \$ 40,566,681 | \$ 39,053,247 |
| Care management/program services, net | 5,749,987 | - | - | 5,749,987 | 5,827,816 |
| Rental income | 1,125,735 | - | - | 1,125,735 | 1,094,767 |
| Other revenue | 2,445,483 | - | - | 2,445,483 | 2,681,405 |
| Net assets released for operations | <u>704,631</u> | <u>(704,631)</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total revenues and gains | <u>50,592,517</u> | <u>(704,631)</u> | <u>-</u> | <u>49,887,886</u> | <u>48,657,235</u> |
| Expenses | | | | | |
| Salaries and wages | 31,377,361 | - | - | 31,377,361 | 29,142,414 |
| Benefits | 7,759,224 | - | - | 7,759,224 | 7,849,769 |
| Contracted services | 3,519,492 | - | - | 3,519,492 | 3,725,497 |
| Supplies | 3,162,182 | - | - | 3,162,182 | 2,874,692 |
| Household and property | 2,728,316 | - | - | 2,728,316 | 2,510,434 |
| Other | 1,664,998 | - | - | 1,664,998 | 1,630,923 |
| Interest | 1,442,436 | - | - | 1,442,436 | 1,473,696 |
| Nursing facility quality assessment tax | 592,410 | - | - | 592,410 | 618,291 |
| Depreciation and amortization | <u>2,964,909</u> | <u>-</u> | <u>-</u> | <u>2,964,909</u> | <u>3,052,721</u> |
| Total expenses | <u>55,211,328</u> | <u>-</u> | <u>-</u> | <u>55,211,328</u> | <u>52,878,437</u> |
| Loss from operations | <u>(4,618,811)</u> | <u>(704,631)</u> | <u>-</u> | <u>(5,323,442)</u> | <u>(4,221,202)</u> |
| Nonoperating income (expense) | | | | | |
| Contributions and bequests | 329,137 | 914,482 | 7,692 | 1,251,311 | 2,102,041 |
| Development expenses | (567,699) | - | - | (567,699) | (501,068) |
| Income (loss) from outside trusts | 329,563 | - | 700,565 | 1,030,128 | (51,367) |
| Investment income (loss) | 1,270,926 | 2,476,385 | 1,328 | 3,748,639 | (1,165,108) |
| Change in value of interest rate swap | 1,085,701 | - | - | 1,085,701 | (2,132,782) |
| Change in value of split interest agreements | - | 20,545 | - | 20,545 | 28,585 |
| Miscellaneous income | 124,044 | - | - | 124,044 | 355,264 |
| Gain from Forest Legacy easement | 1,870,371 | - | - | 1,870,371 | - |
| Net assets released for capital | <u>42,180</u> | <u>(42,180)</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Net nonoperating income (expense) | <u>4,484,223</u> | <u>3,369,232</u> | <u>709,585</u> | <u>8,563,040</u> | <u>(1,364,435)</u> |
| Increase (decrease) in net assets | <u>(134,588)</u> | <u>2,664,601</u> | <u>709,585</u> | <u>3,239,598</u> | <u>(5,585,637)</u> |
| Net assets, beginning of the year | <u>21,025,573</u> | <u>21,033,431</u> | <u>16,122,737</u> | <u>58,181,741</u> | <u>63,767,378</u> |
| Net assets, end of year | <u>\$ 20,890,985</u> | <u>\$ 23,698,032</u> | <u>\$ 16,832,322</u> | <u>\$ 61,421,339</u> | <u>\$ 58,181,741</u> |

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

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidated Statement of Operations

Year Ended June 30, 2012

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---|-----------------------------|-----------------------------------|-----------------------------------|-----------------------------|
| Revenues and gains | | | | |
| Room and board, tuition and special services, net | \$ 39,053,247 | \$ - | \$ - | \$ 39,053,247 |
| Care management/program services, net | 5,827,816 | - | - | 5,827,816 |
| Rental income | 1,094,767 | - | - | 1,094,767 |
| Other revenue | 2,681,405 | - | - | 2,681,405 |
| Net assets released for operations | <u>599,411</u> | <u>(599,411)</u> | <u>-</u> | <u>-</u> |
| Total revenues and gains | <u>49,256,646</u> | <u>(599,411)</u> | <u>-</u> | <u>48,657,235</u> |
| Expenses | | | | |
| Salaries and wages | 29,142,414 | - | - | 29,142,414 |
| Benefits | 7,849,769 | - | - | 7,849,769 |
| Contracted services | 3,725,497 | - | - | 3,725,497 |
| Supplies | 2,874,692 | - | - | 2,874,692 |
| Household and property | 2,510,434 | - | - | 2,510,434 |
| Other | 1,630,923 | - | - | 1,630,923 |
| Interest | 1,473,696 | - | - | 1,473,696 |
| Nursing facility quality assessment tax | 618,291 | - | - | 618,291 |
| Depreciation and amortization | <u>3,052,721</u> | <u>-</u> | <u>-</u> | <u>3,052,721</u> |
| Total expenses | <u>52,878,437</u> | <u>-</u> | <u>-</u> | <u>52,878,437</u> |
| Loss from operations | <u>(3,621,791)</u> | <u>(599,411)</u> | <u>-</u> | <u>(4,221,202)</u> |
| Nonoperating income (expense) | | | | |
| Contributions and bequests, net of adjustments | 1,357,758 | 746,719 | (2,436) | 2,102,041 |
| Development expenses | (501,068) | - | - | (501,068) |
| Income (loss) from outside trusts | 288,946 | - | (340,313) | (51,367) |
| Investment income (loss) | (580,521) | (586,106) | 1,519 | (1,165,108) |
| Change in value of interest rate swap | (2,132,782) | - | - | (2,132,782) |
| Change in value of split interest agreements | - | 28,585 | - | 28,585 |
| Miscellaneous income | 355,264 | - | - | 355,264 |
| Net assets released for capital | <u>134,079</u> | <u>(134,079)</u> | <u>-</u> | <u>-</u> |
| Net nonoperating income (expense) | <u>(1,078,324)</u> | <u>55,119</u> | <u>(341,230)</u> | <u>(1,364,435)</u> |
| Decrease in net assets | (4,700,115) | (544,292) | (341,230) | (5,585,637) |
| Net assets, beginning of the year | <u>25,725,688</u> | <u>21,577,723</u> | <u>16,463,967</u> | <u>63,767,378</u> |
| Net assets, end of year | <u>\$ 21,025,573</u> | <u>\$ 21,033,431</u> | <u>\$ 16,122,737</u> | <u>\$ 58,181,741</u> |

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

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidated Statements of Cash Flows

Years Ended June 30, 2013 and 2012

| | 2013 | 2012 |
|--|---------------------|---------------------|
| Cash flows from operating activities | | |
| Increase (decrease) in net assets | \$ 3,239,598 | \$ (5,585,637) |
| Adjustments to reconcile increase (decrease) in net assets to net cash (used) provided by operating activities | | |
| Depreciation and amortization | 2,964,909 | 3,052,721 |
| Change in value of interest rate swap | (1,085,701) | 2,132,782 |
| Provision for bad debts | 730,365 | 1,249,114 |
| Net realized and unrealized (gains) losses on investments | (2,911,142) | 2,177,281 |
| Gain from Forest Legacy easement | (1,870,371) | - |
| Change in charitable gift annuities, net | (21,830) | (31,864) |
| Net changes in beneficial interests in perpetual trusts | (700,565) | 340,313 |
| Contributions restricted for long-term purposes | (380,520) | (100,097) |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (4,266,514) | (2,890,741) |
| Bequests, pledges and other receivables | 2,895 | 345,747 |
| Inventories | (16,321) | (8,469) |
| Prepays and other current assets | (16,516) | (49,039) |
| Interest receivable | 28,573 | (19,360) |
| Accounts payable | 173,709 | 350,459 |
| Accrued salaries, wages and related taxes | 184,235 | 143,892 |
| Other accrued liabilities | (150,949) | (44,119) |
| Due to third-party payors | <u>2,111,936</u> | <u>-</u> |
| Net cash (used) provided by operating activities | <u>(1,984,209)</u> | <u>1,062,983</u> |
| Cash flows from investing activities | | |
| Purchases of property and equipment | (983,452) | (1,064,248) |
| Proceeds from Forest Legacy easement | 2,182,006 | - |
| Purchases of investments | (6,926,007) | (2,888,971) |
| Proceeds from sales of investments | <u>7,800,000</u> | <u>5,532,434</u> |
| Net cash provided by investing activities | <u>2,072,547</u> | <u>1,579,215</u> |
| Cash flows from financing activities | | |
| Net transfers of restricted cash | (123,804) | (669,814) |
| Repayments of long-term debt | (1,160,306) | (839,963) |
| Net increase (decrease) in line of credit advances | 170,000 | (410,000) |
| Contributions received for long-term purposes | <u>538,094</u> | <u>100,097</u> |
| Net cash used by financing activities | <u>(576,016)</u> | <u>(1,819,680)</u> |
| Net (decrease) increase in cash and cash equivalents | (487,678) | 822,518 |
| Cash and cash equivalents, beginning of year | <u>2,324,452</u> | <u>1,501,934</u> |
| Cash and cash equivalents, end of year | \$ <u>1,836,774</u> | \$ <u>2,324,452</u> |

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

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Organization

Crotched Mountain Foundation (the Foundation) is a tax-exempt entity which provides planning, fundraising and management services for the benefit of its affiliated entities. Affiliated entities include Crotched Mountain Rehabilitation Center, Inc. (the Center), Crotched Mountain Community Care, Inc., Crotched Mountain Residential Services, Inc., CMRS II, CMRS IV, CMRS Whitefield, Inc., Crotched Mountain of New York-East Greenbush, Inc. and Sunnyfield Farms, Inc., all primarily providers of educational, residential or rehabilitative care, and care management services to physically and developmentally challenged children and adults in the Northeast United States, and New Hampshire Assistive Technology Center d/b/a ATECH Services (Assistive Technology, Education and Community Health Services), which was established to deliver evaluation, consultation, education and other assistive technology services to persons with disabilities primarily throughout New Hampshire, but not limited to a geographic area.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Foundation and its affiliated entities which are referred to as the Organization herein. Significant intercompany accounts and transactions have been eliminated upon consolidation.

The accounting policies that affect the more significant elements of the consolidated financial statements of the the Organization are summarized below.

Basis of Accounting

The financial statements of the Organization are prepared in conformity with U.S. generally accepted accounting principles (GAAP) applicable to not-for-profit organizations.

Fair Value of Financial Instruments

The Organization's financial instruments consist of cash and cash equivalents, accounts receivable, investments, charitable gift annuities, beneficial interests in perpetual trusts, an interest rate swap, accounts payable, accrued liabilities and debt, substantially all of which bears interest at a variable rate. Due to the uncertainty of repayment, it is not practical to estimate the fair value of capital advances. The estimated fair value of all other financial instruments approximates their carrying value at June 30, 2013 and 2012.

Cash and Cash Equivalents

Highly liquid savings deposits and debt investments, with maturities of three months or less, when purchased are considered cash equivalents.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of checking, savings and time deposit accounts with banks. These balances fluctuate during the year and can exceed the limit of Federal Deposit Insurance Corporation coverage. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum.

Restricted Cash

Restricted cash is cash set aside for donor restricted purposes. These funds are held in a savings account with intent of protecting the Organization from times of severe market recessions.

Restricted deposits and funded reserves are also included in restricted cash. These amounts are restricted in use by the United States Department of Housing and Urban Development (HUD) in that they may only be used for the replacement of HUD project fixed assets and for the payment of taxes and insurance. Such reserves are required to be held in interest-bearing accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on historical account write-off patterns by payor. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

In evaluating the collectability of patient accounts receivable, the Organization analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for doubtful accounts. For receivables relating to services provided to patients having third party coverage, the Organization records the receivable at the contractually due amount. For receivables relating to self pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third party coverage exists for part of the bill), the Organization records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable or unwilling to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

During 2013, the Organization decreased its estimate from \$1,428,320 to \$1,280,000, in the allowance for doubtful accounts. Direct write offs increased from \$274,000 in 2012 to \$970,000 in 2013. These changes resulted from trends experienced in the collection of amounts from self pay patients.

Inventories

Inventories of supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Property, Plant and Equipment

Property, plant and equipment are stated at cost or, if donated, at fair value determined at the date of donation, less accumulated depreciation. The Organization's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the life of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives.

Bond Issuance Costs

Bond issuance costs are being amortized using the straight-line method over the repayment period of the bonds.

Investments

Investments in equity securities with readily determinable fair values and all instruments in debt securities are stated at fair value. Gains and losses are determined by the specific identification method. Investment income is allocated to the related net asset classifications within the unrestricted and temporarily restricted net asset classes. On a periodic basis, the Organization evaluates its investments to determine if declines in market value below cost are other than temporary. If such declines are determined to be other than temporary, an impairment charge is recognized and included in the change in net assets.

Derivative Financial Instruments

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958-815, *Derivatives and Hedging*, requires that all derivative instruments be reported in the statement of financial position at fair value and establishes criteria for designation and effectiveness of hedging relationships. The Organization uses an interest rate swap agreement to hedge its exposure to the volatility of interest rates.

The interest rate swap is not considered a cash flow hedge. As a result, the entire unrealized loss on the interest rate swap for 2013 and 2012 has been included in the change in net assets.

Beneficial Interests in Perpetual Trusts

The Organization is the beneficiary of several irrevocable charitable perpetual trusts administered by others. The Foundation has recorded as an asset its interest in the fair value of the assets in the trusts as of June 30, 2013 and 2012, and the change in its interests in perpetual trusts for the years then ended, is included in the permanently restricted net assets section of the statements of operations.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Qualified Retirement Plans

The Organization has a defined contribution plan which covers substantially all of its employees who have reached age 21 and completed 1,000 hours of service within one year. No employee contributions are allowed under the plan. Each year, the employer may make a discretionary profit-sharing contribution on behalf of eligible employees. No contributions were made for the years ended June 30, 2013 and 2012. ADP serves as the trustee of the plan assets.

In addition, the Foundation sponsors a tax-deferred annuity plan covering all employees who meet certain eligibility requirements. The Foundation does not contribute to the plan.

Earned Time Benefits

The Organization has an accrued time plan to provide fringe benefits for its hourly employees. Under this plan, each employee earned paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. For covered employees, hours earned but not used vest with the employee. The Organization records the expected future cost of these benefits as they are earned.

Contractual Allowances

The Center is reimbursed for the cost of services rendered as determined through the provisions of various rate setting and reimbursement regulations established by certain third-party reimbursing agencies. The differences between the established billing rates and the amounts recoverable from third-party reimbursing agencies (contractual allowances) are accounted for as deductions from revenues.

Loss from Operations

The consolidated statements of operations include loss from operations. Changes in unrestricted net assets which are excluded from loss from operations include unrealized gains and losses on investments (unless losses are considered other than temporary), change in value of interest rate swap, development expenses, gain from forest legacy easement and 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).

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use has been limited by donors to a specified time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. Included in temporarily and permanently restricted net assets at June 30, 2013 and 2012 are \$5,897,228 and \$5,500,026, respectively, of funds held by the Foundation for the benefit of certain of its affiliates.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Donor-Restricted Contributions

Contributions are reported at fair value at the date of receipt. All gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released due to satisfaction of donor restrictions. Restricted income and gains earned on temporarily restricted net assets are reflected in the changes in temporarily restricted net assets. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

The Organization reports gifts of furniture, fixtures and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Self-Insurance

The Organization is fully self-insured for employee medical and dental costs. Commercial insurance has been purchased with respect to individual claims over certain dollar limits and annual aggregate claim limitations. The accrued benefits related to this plan include both claims payable and an estimated provision for claims incurred, but not yet reported.

Income Taxes

The Foundation and each affiliate have received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

New Accounting Pronouncement

In July 2011, FASB amended ASC 954, *Health Care Entities*, to require health care entities to change the presentation of the statement of operations by reclassifying the provision for bad debts associated with patient service revenue from an operating expense to a deduction from patient service revenue (net of contractual allowances and discounts). Additionally, enhanced disclosures are required about the policies for recognizing revenues and assessing bad debts. The amendments also require disclosure of qualitative and quantitative information about significant changes in the allowance for doubtful accounts. The amendments to ASC 954 are effective for the Organization's year ended June 30, 2013. The 2012 financial statements have been restated for comparative purposes.

Reclassifications

Certain amounts in the 2012 financial statements have been reclassified to conform with the current year presentation.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with GAAP, management has considered transactions or events occurring through October 30, 2013, which is the date that the financial statements were issued.

2. Investments

Unrestricted investments, donor-restricted investments and investments held as collateral are stated at fair value and consist of the following:

| | 2013 | 2012 |
|----------------------------------|----------------------|----------------------|
| Cash and cash equivalents | \$ 402,066 | \$ 3,755,533 |
| Corporate bonds | 14,074,016 | 12,366,157 |
| U.S. Government and agency bonds | - | 1,211,541 |
| Marketable equity securities | 12,282,509 | 10,742,643 |
| Domestic equity funds | 4,604,134 | 4,298,788 |
| International equity funds | 9,925,809 | 7,033,018 |
| Pooled investment fund | 4,156,294 | 4,000,000 |
| | <u>\$ 45,444,828</u> | <u>\$ 43,407,680</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Significant concentrations of investments include:

| | 2013 | 2012 |
|--|--------------|--------------|
| Pimco Fund | \$ 8,443,648 | \$ 6,559,025 |
| Bartram International Fund | 5,664,298 | 4,882,647 |
| AQR Global Risk Premium Offshore Fund Ltd. | 4,156,294 | 4,000,000 |
| Columbia Funds Large Cap Growth | 2,692,188 | 2,698,532 |
| Mainstay Fds Tr Icap Eqty | 2,704,746 | 2,512,281 |
| Ascend Partners Fund II, Ltd. | 2,244,472 | 2,172,596 |

The principal components of investment income (loss) for 2013 include:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|---------------------|-----------------------------------|-----------------------------------|---------------------|
| Investment income | \$ 413,615 | \$ 687,769 | \$ 1,328 | \$ 1,102,712 |
| Net realized gains on investments | 436,039 | 749,582 | - | 1,185,621 |
| Net change in net unrealized gain (loss) on investments | 604,484 | 1,121,037 | - | 1,725,521 |
| Investment fees | <u>(183,212)</u> | <u>(82,003)</u> | <u>-</u> | <u>(265,215)</u> |
| | <u>\$ 1,270,926</u> | <u>\$ 2,476,385</u> | <u>\$ 1,328</u> | <u>\$ 3,748,639</u> |

The principal components of investment income (loss) for 2012 include:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|---------------------|-----------------------------------|-----------------------------------|-----------------------|
| Investment income | \$ 508,009 | \$ 789,865 | \$ 1,519 | \$ 1,299,393 |
| Net realized gains on investments | 170,901 | 258,203 | - | 429,104 |
| Net change in net unrealized gain (loss) on investments | (1,069,264) | (1,537,121) | - | (2,606,385) |
| Investment fees | <u>(190,167)</u> | <u>(97,053)</u> | <u>-</u> | <u>(287,220)</u> |
| | <u>\$ (580,521)</u> | <u>\$ (586,106)</u> | <u>\$ 1,519</u> | <u>\$ (1,165,108)</u> |

Unrealized losses at June 30, 2013 are shown below:

| | Time Period in Loss Position | | | | Total | |
|--|------------------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| | Less Than 12 Months | | 12 Months or Greater | | | |
| | <u>Fair Value</u> | <u>Unrealized Losses</u> | <u>Fair Value</u> | <u>Unrealized Losses</u> | <u>Fair Value</u> | <u>Unrealized Losses</u> |
| Corporate bonds | \$ 357,781 | \$ (952) | \$ 8,445,658 | \$ (73,300) | \$ 8,803,439 | \$ (74,252) |
| Marketable equity securities | <u>859,710</u> | <u>(55,158)</u> | <u>5,978,506</u> | <u>(604,372)</u> | <u>6,838,216</u> | <u>(659,530)</u> |
| Total temporarily impaired securities | <u>\$ 1,217,491</u> | <u>\$ (56,110)</u> | <u>\$14,424,164</u> | <u>\$ (677,672)</u> | <u>\$15,641,655</u> | <u>\$ (733,782)</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Unrealized losses at June 30, 2012 are shown below:

| | Time Period in Loss Position | | | | Total | |
|---------------------------------------|------------------------------|---------------------|----------------------|-----------------------|----------------------|-----------------------|
| | Less Than 12 Months | | 12 Months or Greater | | Fair Value | Unrealized Losses |
| | Fair Value | Unrealized Losses | Fair Value | Unrealized Losses | | |
| U.S Government and agency bonds | \$ 489,641 | \$ (1,690) | \$ 823,774 | \$ - | \$ 1,313,415 | \$ (1,690) |
| Corporate bonds | 488,033 | (4,173) | 283,077 | (10,699) | 771,110 | (14,872) |
| Marketable equity securities | <u>7,521,060</u> | <u>(122,359)</u> | <u>5,237,842</u> | <u>(1,789,738)</u> | <u>12,758,902</u> | <u>(1,912,097)</u> |
| Total temporarily impaired securities | <u>\$ 8,498,734</u> | <u>\$ (128,222)</u> | <u>\$ 6,344,693</u> | <u>\$ (1,800,437)</u> | <u>\$ 14,843,427</u> | <u>\$ (1,928,659)</u> |

Investments in general are exposed to various risks, such as interest rates, credit, and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the statements of financial position and statements of operations. Investments are periodically reviewed for impairment to determine if such declines are other than temporary. Investments were evaluated for impairment in 2013 and 2012. For the years ended June 30, 2013 and 2012, no unrealized losses were determined to be other than temporary.

3. Fair Value Measurements

FASB ASC 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with GAAP, and expands disclosures about fair value measurements.

FASB ASC 820-10-20 defines fair value as the exchange price that would be received for an asset or paid for a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value.

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

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

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

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Assets and liabilities measured at fair value on a recurring basis are summarized below.

Fair Value Measurements as of June 30, 2013

| | <u>Level 1</u> | <u>Level 2</u> | <u>Total</u> |
|--|-------------------|-------------------|-------------------|
| Assets | | | |
| Investments | | | |
| Money market accounts | \$ 402,066 | \$ - | \$ 402,066 |
| Corporate bonds | - | 14,074,016 | 14,074,016 |
| Marketable equity securities | 12,282,509 | - | 12,282,509 |
| Domestic equity funds | - | 4,604,134 | 4,604,134 |
| International equity funds | - | 9,925,809 | 9,925,809 |
| Pooled investment fund | - | 4,156,294 | 4,156,294 |
| | <u>12,684,575</u> | <u>32,760,253</u> | <u>45,444,828</u> |
| Total investments | | | |
| Charitable gift annuities | - | 308,430 | 308,430 |
| Beneficial interests in perpetual trusts | - | 8,814,670 | 8,814,670 |
| Liabilities | | | |
| Charitable gift annuity | - | 72,431 | 72,431 |
| Interest rate swap | - | 1,312,121 | 1,312,121 |

Fair Value Measurements as of June 30, 2012:

| | <u>Level 1</u> | <u>Level 2</u> | <u>Total</u> |
|--|-------------------|-------------------|-------------------|
| Assets | | | |
| Investments | | | |
| Money market accounts | \$ 3,755,533 | \$ - | \$ 3,755,533 |
| Corporate bonds | - | 12,366,157 | 12,366,157 |
| U.S. Government and agency bonds | 1,211,541 | - | 1,211,541 |
| Marketable equity securities | 10,742,643 | - | 10,742,643 |
| Domestic equity funds | - | 4,298,788 | 4,298,788 |
| International equity funds | - | 7,033,018 | 7,033,018 |
| Pooled investment funds | - | 4,000,000 | 4,000,000 |
| | <u>15,709,717</u> | <u>27,697,963</u> | <u>43,407,680</u> |
| Total investments | | | |
| Charitable gift annuities | - | 291,924 | 291,924 |
| Beneficial interests in perpetual trusts | - | 8,114,104 | 8,114,104 |
| Liabilities | | | |
| Charitable gift annuity | - | 77,755 | 77,755 |
| Interest rate swap | - | 2,397,823 | 2,397,823 |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

The fair value of financial instruments is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for the Organization's various financial instruments. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments, charitable gift annuities, and beneficial interests in perpetual trusts, and the income approach for the interest rate swap. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

4. Line of Credit Agreement

As of June 30, 2013 and 2012, the Center had available a \$2,000,000 line of credit with a bank, maturing February 28, 2014. Interest accrues on the line at an adjustable rate equal to two and one-half basis points above the One Month LIBOR (3.00% at June 30, 2013). The balance outstanding under the line of credit arrangement at June 30, 2013 and 2012 was \$1,560,000 and \$1,390,000, respectively. The line of credit is collateralized by substantially all assets of the Center. The line of credit agreement contains certain covenant requirements related to the Center's financial position and operating results. The Center was in compliance with these requirements as of June 30, 2013 and 2012.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

5. Long-Term Debt

Long-term debt consists of the following:

| | 2013 | 2012 |
|--|----------------------------|----------------------------|
| New Hampshire Health and Education Facilities Authority (NHHEFA) Series 2010 revenue bonds; interest payable monthly at a variable rate, plus principal, on the first of each month; matures December 1, 2030. | \$28,291,986 | \$28,995,990 |
| State of New Hampshire State Revolving Fund Loan; principal and interest payable in annual installments ending March 2030; interest rate determined annually based on the lower of 3.744% or 80% of the established 11 General Obligation Bond Index published the first week of the month of October before the payment date. The note is collateralized by an interest in real property located in Greenfield, New Hampshire and other security instruments. | 3,757,372 | 3,910,745 |
| 9.25% mortgage loan to HUD, principal and interest of \$8,266 payable monthly, due January 2023. The note is collateralized by real estate. | 628,871 | 667,904 |
| Variable rate mortgage loan bearing interest at the 30-day LIBOR rate plus 2% (6.99% at June 30, 2013) to Bank of America, principal of \$1,563 plus interest due monthly; repaid in 2013. | - | 193,750 |
| Various vehicles or equipment or long-term borrowings on vehicles or equipment with maturity dates ranging from 2014 through 2018 and rates between 0% and 5.94%. | <u>205,127</u> | <u>136,284</u> |
| | 32,883,356 | 33,904,673 |
| Less current portion | <u>1,027,782</u> | <u>1,137,750</u> |
| | <u>\$31,855,574</u> | <u>\$32,766,923</u> |

Aggregate annual principal payments required under the various loan agreements are as follows:

| | |
|------------|--------------|
| 2014 | \$ 1,027,782 |
| 2015 | 1,044,000 |
| 2016 | 1,078,000 |
| 2017 | 1,096,000 |
| 2018 | 79,000 |
| Thereafter | 28,558,574 |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

On November 30, 2010, the Center refinanced its Series 2006 revenue bonds with Series 2010 revenue bonds, both of which were financed through NHHEFA. The Series 2010 revenue bonds consist of \$30,000,000 tax-exempt, variable rate revenue bonds due in monthly principal payments, which increase on an annual basis, ranging from \$55,054 in 2011 to \$126,988 in 2030, with a final balloon payment of \$9,423,544 due at maturity on December 1, 2030. The variable interest rate at June 30, 2013 and 2012 was 2.13% and 2.16%, respectively.

On November 30, 2010, the Center entered into an interest rate swap agreement, which effectively fixes the interest rate on the new bond agreement at 4.145%. As of June 30, 2013 and 2012, the Center recorded a liability of \$1,312,121 and \$2,397,823, respectively, in the statements of financial position related to the interest rate swap agreements. As of June 30, 2013 and 2012, the variable interest rate applicable to the interest rate swap matched the variable interest rate of the Series 2010 bonds. Gains (losses) of \$1,085,701 and \$(2,132,782) were recorded during 2013 and 2012, respectively, in the statements of operations representing the change in fair value of the interest rate swap during the periods. The counterparty to the interest rate swap agreement is a major financial institution which also participates in the Center's bank credit facilities. The Center is exposed to credit risk equal to the net amount receivable under the swap agreement, not the notional amount, in the event of nonperformance of the counterparty. Credit loss from the counterparty nonperformance is not anticipated. The notional amounts of the swap agreement were \$28,291,986 and \$28,995,990 at June 30, 2013 and 2012, respectively. The notional value declines in amounts which match the reduction of the outstanding bonds.

The Foundation has guaranteed certain debt of the Center aggregating \$28,291,986 and \$28,995,990 as of June 30, 2013 and 2012, respectively, through a pledge of gross receipts and an assignment of certain unrestricted investments.

The Center and its affiliates, including the Foundation, are required, on a consolidated basis, to comply with certain financial and nonfinancial debt covenants related to its bonds payable. The Center and its affiliates were in compliance with these requirements as of June 30, 2013 and 2012.

6. Capital Advances

HUD, subject to the terms of mortgage agreements, has made advances to certain of the Foundation's affiliates through capital advance grants under Section 811 of the National Affordable Housing Act (Section 811) in an aggregate amount of \$4,729,400 at June 30, 2013 and 2012. The capital advances bear no interest and are not required to be repaid so long as the housing remains available to eligible, low income households for the elderly or permanently disabled for a period of 40 years, through July 2037, in accordance with the guidelines under Section 811. The capital advances are also collateralized by mortgages on the related properties. Failure to keep the housing available to low income households for the elderly or permanently disabled would result in HUD's billing the Organization for the entire capital advance outstanding plus interest since the date of the first advance.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

7. Room and Board, Tuition and Special Services Revenue

The Center charges its patients for room and board, tuition and other special services. Certain charges are discounted to the estimated net realizable amounts expected to be received from patients and third-party reimbursing agencies. Net room and board, tuition and special services revenue of the Center for the years ended June 30, 2013 and 2012 is comprised as follows:

| | 2013 | 2012 |
|--|----------------------------|----------------------------|
| Room and board | \$27,852,841 | \$26,686,280 |
| Tuition | 10,056,700 | 9,881,010 |
| Special services | 3,813,848 | 3,876,186 |
| Less: Provisions for bad debts | <u>(730,365)</u> | <u>(1,249,114)</u> |
| | 40,993,024 | 39,194,362 |
| Less contractual allowances and provision for free services | <u>(426,343)</u> | <u>(141,115)</u> |
| | <u>\$40,566,681</u> | <u>\$39,053,247</u> |

8. Volume of Business Concentration

The Center's operations depend heavily on certain contracts with federal and state governmental agencies and municipal school systems. Changes in reimbursement methodology could have a significant impact on the Center's operations. Credit is extended without collateral.

Gross revenue by payor is as follows:

| | 2013 | 2012 |
|--------------------------|---------------------|---------------------|
| Medicaid/Medicare | 20 % | 20 % |
| Municipal school systems | 48 | 48 |
| Other third-parties | 5 | 5 |
| Private pay | 4 | 4 |
| Other | <u>23</u> | <u>23</u> |
| | <u>100 %</u> | <u>100 %</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

Accounts receivable is comprised of the following:

| | 2013 | 2012 |
|--------------------------|--------------|--------------|
| Medicaid/Medicare | 43 % | 29 % |
| Municipal school systems | 27 | 29 |
| Other third-parties | 6 | 12 |
| Private pay | 7 | 14 |
| Other | <u>17</u> | <u>16</u> |
| | <u>100 %</u> | <u>100 %</u> |

9. Commitments and Contingencies

Medical Malpractice Insurance

The Organization maintains medical malpractice insurance coverage on a claims-made basis. The Organization is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. Generally accepted accounting principles require the Organization to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Organization has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2013. The Organization intends to renew coverage on a claims made basis and anticipates that such coverage will be available in future periods.

Health and Dental Benefits

The Organization sponsors a health and dental benefit plan for its employees and the employees of its affiliates. The plan is primarily self-insured; however, the Foundation maintains a re-insurance policy for coverage of annual claims in excess of \$100,000 per individual with aggregate coverage at a minimum attachment point of approximately \$6.7 million. The aggregate is calculated based upon expected claims which varies depending upon enrollment. At June 30, 2013 and 2012, the Foundation has accrued estimated losses on incurred but not reported claims of approximately \$470,000. Total expense under the plan was approximately \$4.3 million and \$4.8 million in 2013 and 2012, respectively.

Litigation

The Organization is involved in litigation and regulatory investigations arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Foundation's future financial position or results of operations.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

10. Volunteer Services (unaudited)

Total volunteer service hours received by the Center in 2013 and 2012 were approximately 3,800 and 9,700, respectively. The volunteers provide various services to the Center, none of which have been recognized as revenue or expense in the statements of operations.

11. Nursing Facility Quality Assessment Tax

The New Hampshire Legislature enacted a quality assessment tax on revenues derived from nursing care services. The tax rate in effect at June 30, 2013 and 2012 was 5.5%. The total tax assessed for the Center was \$592,410 and \$618,291 for the years ended June 30, 2013 and 2012, respectively.

12. Restricted Net Assets

Temporarily restricted net assets are available for the following purposes:

| | 2013 | 2012 |
|---------------------------------|---------------------|---------------------|
| Program support | \$17,556,382 | \$15,383,593 |
| Sunnyfield Farm | 322,112 | 382,348 |
| Accessible recreation trail | 142,321 | 111,837 |
| Center for excellence | 830 | 3,334 |
| James E. Chandler swimming pool | 122,081 | 117,308 |
| Affordable housing planning | 86,602 | 83,408 |
| Strategic planning | 327,632 | 315,551 |
| Support for New England natives | 296,059 | 250,509 |
| Arts and crafts program | 232,440 | 207,221 |
| Capital acquisitions | <u>4,611,573</u> | <u>4,178,322</u> |
| | <u>\$23,698,032</u> | <u>\$21,033,431</u> |

Income on permanently restricted net assets is available for the following purposes:

| | 2013 | 2012 |
|---------------------------------|---------------------|---------------------|
| Capital expenditures | \$ 829,379 | \$ 825,299 |
| Program support | 15,154,053 | 14,451,395 |
| Support for New England natives | 274,431 | 271,584 |
| Arts and crafts program | 74,459 | 74,459 |
| Medical director | <u>500,000</u> | <u>500,000</u> |
| | <u>\$16,832,322</u> | <u>\$16,122,737</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

13. Endowment

The Foundation's endowment consists of 16 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Foundation has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets contributed value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

In accordance with the Act, the Foundation considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the organization
- (7) The investment policies of the organization.

Spending Policy

The Foundation has a policy of appropriating a fixed distribution each year as approved by the Board of Directors. In establishing this policy, the Foundation considered the long-term expected return on its endowment. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment. Distributions in the amount of \$2,000,000 and \$1,000,000 were allocated for spending in the years ended June 30, 2013 and 2012, respectively.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

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June 30, 2013 and 2012

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Foundation to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2013 and 2012.

Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period as well as board-designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

| | June 30, 2013 | | | <u>Total</u> |
|---|---------------------|-------------------------------|-------------------------------|----------------------|
| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | |
| Donor-restricted and board designated endowment funds | \$ <u>-</u> | \$ <u>21,492,568</u> | \$ <u>8,017,653</u> | \$ <u>29,510,221</u> |

| | June 30, 2012 | | | <u>Total</u> |
|---|---------------------|-------------------------------|-------------------------------|----------------------|
| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | |
| Donor-restricted and board designated endowment funds | \$ <u>500,219</u> | \$ <u>19,159,875</u> | \$ <u>8,008,633</u> | \$ <u>27,668,727</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

The Organization had the following endowment related activities for the years ended June 30, 2013 and 2012, respectively.

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---|---------------------|-----------------------------------|-----------------------------------|----------------------|
| Endowment net assets, June 30, 2012 | \$ 500,219 | \$19,159,875 | \$ 8,008,633 | \$27,668,727 |
| Investment return: | | | | |
| Investment income | 96 | 610,249 | 1,328 | 611,673 |
| Net appreciation (realized and unrealized) | <u>-</u> | <u>1,822,902</u> | <u>-</u> | <u>1,822,902</u> |
| Total investment return | 96 | 2,433,151 | 1,328 | 2,434,575 |
| Contributions/transfers | - | 2,309 | 7,692 | 10,001 |
| Appropriation of endowment assets for expenditures | <u>(500,315)</u> | <u>(102,767)</u> | <u>-</u> | <u>(603,082)</u> |
| Endowment net assets, June 30, 2013 | \$ <u>-</u> | \$ <u>21,492,568</u> | \$ <u>8,017,653</u> | \$ <u>29,510,221</u> |
| | | | | |
| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
| Endowment net assets, July 1, 2011 | \$ - | \$19,767,123 | \$ 8,009,550 | \$27,776,673 |
| Investment return (loss): | | | | |
| Investment income | 219 | 697,409 | 1,519 | 699,147 |
| Net appreciation (realized and unrealized) | <u>-</u> | <u>(1,215,399)</u> | <u>-</u> | <u>(1,215,399)</u> |
| Total investment return (loss) | 219 | (517,990) | 1,519 | (516,252) |
| Contributions/transfers | 500,000 | 2,436 | (2,436) | 500,000 |
| Appropriation of endowment assets for expenditures | <u>-</u> | <u>(91,694)</u> | <u>-</u> | <u>(91,694)</u> |
| Endowment net assets, June 30, 2012 | \$ <u>500,219</u> | \$ <u>19,159,875</u> | \$ <u>8,008,633</u> | \$ <u>27,668,727</u> |

The Foundation also has beneficial interests in perpetual trusts which are administered by a third party and are not included in this endowment table. The value of the trusts as of June 30, 2013 and 2012 is \$8,814,670 and \$8,114,104, respectively.

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2013 and 2012

14. Functional Expenses

The Organization primarily provides educational, residential or rehabilitative care and care management services to physically and developmentally challenged children and adults. Functional expenses related to providing these services are as follows:

| | 2013 | 2012 |
|----------------------------|----------------------------|---------------------|
| Program services | \$48,239,192 | \$45,190,864 |
| General and administrative | <u>6,972,136</u> | <u>7,687,573</u> |
| | 55,211,328 | 52,878,437 |
| Development | <u>567,699</u> | <u>501,068</u> |
| | <u>\$55,779,027</u> | <u>\$53,379,505</u> |

15. Housing Assistance Payments Contract

Subsidy rental payments are received from HUD on a monthly basis under a Housing Assistance Payments Contract. The Organization is subject to operating and accounting procedures as prescribed by HUD and outlined in a Regulatory Agreement, including required deposits to restricted reserves and operating escrows.

16. Cash Flow Information

Supplementary cash flow and noncash activity information is as follows:

| | <u>2013</u> | <u>2012</u> |
|---|----------------------------|---------------------|
| Acquisition of equipment through long-term borrowings | \$ <u>138,989</u> | \$ <u>131,768</u> |
| Cash paid during the year for interest | \$ <u>1,458,605</u> | \$ <u>1,618,705</u> |

17. Forest Legacy Easement

On September 20, 2012 the Organization granted a conservation easement on 1,260 acres of land, owned by the Organization, to the State of New Hampshire in exchange for approximately \$2 million in unrestricted cash. The conservation easement allows the general public to use the land for recreation. The net gain recognized in the 2013 was \$1,870,371.

ADDITIONAL INFORMATION

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CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidating Statement of Financial Position

June 30, 2013

| ASSETS | Crotched Mountain Foundation | Crotched Mountain Rehabilitation Center, Inc. | Crotched Mountain Community Care, Inc. | Crotched Mountain Residential Services, Inc. |
|--|--|--|---|---|
| Current assets | | | | |
| Cash and cash equivalents | \$ 37,883 | \$ 1,455,613 | \$ 43,008 | \$ 25,077 |
| Accounts receivable, net of allowance | - | 11,656,164 | 442,257 | 118,924 |
| Bequests, pledges and other receivables | 5,268 | - | 78,035 | - |
| Inventories | - | 295,020 | - | - |
| Prepaid expenses and other current assets | 160,444 | 189,898 | 7,574 | 4,200 |
| Interest receivable | <u>13,410</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total current assets | <u>217,005</u> | <u>13,596,695</u> | <u>570,874</u> | <u>148,201</u> |
| Due from affiliated organizations | <u>2,621,220</u> | <u>-</u> | <u>250,864</u> | <u>-</u> |
| Property, plant and equipment | | | | |
| Land and land improvements | 410,932 | 3,251,377 | - | 13,450 |
| Buildings and building improvements | 1,096,441 | 59,696,187 | - | 457,021 |
| Furniture and equipment | 1,727,788 | 11,836,419 | 294,086 | 143,941 |
| Motor vehicles | 13,497 | 2,141,536 | - | 159,265 |
| Construction in progress | <u>99,642</u> | <u>29,002</u> | <u>-</u> | <u>-</u> |
| Accumulated depreciation | <u>3,348,300</u> <u>(1,824,883)</u> | <u>76,954,521</u> <u>(46,847,950)</u> | <u>294,086</u> <u>(282,994)</u> | <u>773,677</u> <u>(487,470)</u> |
| Total property, plant and equipment, net | <u>1,523,417</u> | <u>30,106,571</u> | <u>11,092</u> | <u>286,207</u> |
| Other assets | | | | |
| Restricted cash | 1,116,064 | - | - | - |
| Bond issuance costs, net of accumulated amortization | - | 824,181 | - | - |
| Unrestricted investments - at fair value | <u>14,849,638</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total other assets | <u>15,965,702</u> | <u>824,181</u> | <u>-</u> | <u>-</u> |
| Interest in net assets of the Foundation | <u>-</u> | <u>5,444,661</u> | <u>138,558</u> | <u>9,674</u> |
| Donor-restricted assets | | | | |
| Pledges receivable, net of current portion | 36,891 | - | - | - |
| Charitable gift annuities, at net present value | 308,430 | - | - | - |
| Investments - at fair value | | | | |
| By donors for specific purposes | 22,577,537 | - | - | - |
| By donors for permanent endowment | <u>8,017,653</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total donor-restricted assets | <u>30,940,511</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Beneficial interests in perpetual trusts | <u>8,814,670</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total assets | <u>\$ 60,082,525</u> | <u>\$ 49,972,108</u> | <u>\$ 971,388</u> | <u>\$ 444,082</u> |

| CMRS II | CMRS Whitefield, Inc. | CMRS IV | Crotched Mountain of New York - East Greenbush, Inc. | Sunnyfield Farms, Inc. | ATECH | Eliminations | Consolidated |
|--------------------|-----------------------|-------------------|--|------------------------|-------------------|-----------------------|-----------------------|
| \$ 68,952 | \$ 67,760 | \$ 43,267 | \$ 56,325 | \$ 907 | \$ 37,982 | \$ - | \$ 1,836,774 |
| - | - | - | - | - | 702,098 | - | 12,919,443 |
| - | - | - | - | - | - | - | 83,303 |
| - | - | - | - | - | 95,318 | - | 390,338 |
| - | 821 | - | - | 1,220 | 10,768 | - | 374,925 |
| - | - | - | - | - | - | - | 13,410 |
| <u>68,952</u> | <u>68,581</u> | <u>43,267</u> | <u>56,325</u> | <u>2,127</u> | <u>846,166</u> | <u>-</u> | <u>15,618,193</u> |
| - | <u>35,468</u> | <u>20,986</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>(2,928,538)</u> | <u>-</u> |
| 80,165 | 61,950 | 78,656 | 215,323 | 599,007 | - | - | 4,710,860 |
| 1,553,135 | 2,009,369 | 1,320,133 | 1,767,005 | 729,645 | 73,402 | - | 68,702,338 |
| 55,629 | 35,579 | 9,918 | 13,028 | 379,410 | 507,726 | - | 15,003,524 |
| - | - | - | - | - | 14,603 | - | 2,328,901 |
| - | - | - | - | - | - | - | 128,644 |
| 1,688,929 | 2,106,898 | 1,408,707 | 1,995,356 | 1,708,062 | 595,731 | - | 90,874,267 |
| <u>(1,495,245)</u> | <u>(1,385,107)</u> | <u>(941,485)</u> | <u>(1,152,590)</u> | <u>(417,838)</u> | <u>(472,340)</u> | <u>-</u> | <u>(55,307,902)</u> |
| <u>193,684</u> | <u>721,791</u> | <u>467,222</u> | <u>842,766</u> | <u>1,290,224</u> | <u>123,391</u> | <u>-</u> | <u>35,566,365</u> |
| 275,181 | 58,572 | 80,070 | 129,255 | - | - | - | 1,659,142 |
| - | - | - | - | - | - | - | 824,181 |
| - | - | - | - | - | - | - | 14,849,638 |
| <u>275,181</u> | <u>58,572</u> | <u>80,070</u> | <u>129,255</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>17,332,961</u> |
| - | - | - | - | 304,335 | - | (5,897,228) | - |
| - | - | - | - | - | - | - | 36,891 |
| - | - | - | - | - | - | - | 308,430 |
| - | - | - | - | - | - | - | 22,577,537 |
| - | - | - | - | - | - | - | 8,017,653 |
| - | - | - | - | - | - | - | 30,940,511 |
| - | - | - | - | - | - | - | 8,814,670 |
| <u>\$ 537,817</u> | <u>\$ 884,412</u> | <u>\$ 611,545</u> | <u>\$ 1,028,346</u> | <u>\$ 1,596,686</u> | <u>\$ 969,557</u> | <u>\$ (8,825,766)</u> | <u>\$ 108,272,700</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES
Consolidating Statement of Financial Position (Concluded)

June 30, 2013

| LIABILITIES AND NET ASSETS (DEFICIENCY) | Crotched Mountain Foundation | Crotched Mountain Rehabilitation Center, Inc. | Crotched Mountain Community Care, Inc. | Crotched Mountain Residential Services, Inc. |
|---|------------------------------------|--|---|---|
| Current liabilities | | | | |
| Accounts payable | \$ 208,400 | \$ 1,311,100 | \$ 46,802 | \$ 8,454 |
| Accrued salaries, wages and related taxes | 231,467 | 1,286,374 | 117,066 | 58,468 |
| Other accrued liabilities | 155,511 | 555,886 | - | 3,944 |
| Line of credit advance | - | 1,560,000 | - | - |
| Current portion of long-term debt | - | 978,000 | - | 6,982 |
| Current portion of charitable annuity liability | 16,412 | - | - | - |
| Due to third-party payors | <u>-</u> | <u>2,111,936</u> | <u>-</u> | <u>-</u> |
| Total current liabilities | <u>611,790</u> | <u>7,803,296</u> | <u>163,868</u> | <u>77,848</u> |
| Due to affiliated organizations | <u>307,318</u> | <u>1,650,114</u> | <u>-</u> | <u>308,592</u> |
| Long-term debt, net of current portion | <u>-</u> | <u>31,231,202</u> | <u>-</u> | <u>38,301</u> |
| Other long-term obligations | | | | |
| Fair value of interest rate swap | - | 1,312,121 | - | - |
| Charitable gift annuity liability, net of current portion | 56,019 | - | - | - |
| Capital advances | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total liabilities | <u>975,127</u> | <u>41,996,733</u> | <u>163,868</u> | <u>424,741</u> |
| Net assets (deficiency) | | | | |
| Unrestricted | 18,577,044 | 2,530,714 | 668,962 | 9,667 |
| Temporarily restricted | 23,698,032 | 4,301,660 | 97,187 | 9,674 |
| Permanently restricted | <u>16,832,322</u> | <u>1,143,001</u> | <u>41,371</u> | <u>-</u> |
| Total net assets (deficiency) | <u>59,107,398</u> | <u>7,975,375</u> | <u>807,520</u> | <u>19,341</u> |
| | | | | |
| Total liabilities and net assets (deficiency) | <u>\$ 60,082,525</u> | <u>\$ 49,972,108</u> | <u>\$ 971,388</u> | <u>\$ 444,082</u> |

| CMRS II | CMRS Whitefield, Inc. | CMRS IV | Crotched Mountain of New York - East Greenbush, Inc. | Sunnyfield Farms, Inc. | ATECH | Eliminations | Consolidated |
|-------------------|-----------------------|-------------------|--|------------------------|-------------------|-----------------------|-----------------------|
| \$ 19,740 | \$ 22,150 | \$ 9,631 | \$ 8,304 | \$ - | \$ 10,314 | \$ - | \$ 1,644,895 |
| 6,558 | 6,859 | 2,091 | 5,936 | 12,027 | 62,901 | - | 1,789,747 |
| 12,169 | 7,372 | 4,320 | 8,273 | - | - | - | 747,475 |
| - | - | - | - | - | - | - | 1,560,000 |
| 42,800 | - | - | - | - | - | - | 1,027,782 |
| - | - | - | - | - | - | - | 16,412 |
| - | - | - | - | - | - | - | 2,111,936 |
| <u>81,267</u> | <u>36,381</u> | <u>16,042</u> | <u>22,513</u> | <u>12,027</u> | <u>73,215</u> | <u>-</u> | <u>8,898,247</u> |
| - | - | - | - | 30,525 | 631,989 | (2,928,538) | - |
| <u>586,071</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>31,855,574</u> |
| - | - | - | - | - | - | - | 1,312,121 |
| - | - | - | - | - | - | - | 56,019 |
| - | 1,697,700 | 1,347,700 | 1,684,000 | - | - | - | 4,729,400 |
| <u>667,338</u> | <u>1,734,081</u> | <u>1,363,742</u> | <u>1,706,513</u> | <u>42,552</u> | <u>705,204</u> | <u>(2,928,538)</u> | <u>46,851,361</u> |
| (129,521) | (849,669) | (752,197) | (678,167) | 1,249,799 | 264,353 | - | 20,890,985 |
| - | - | - | - | 304,335 | - | (4,712,856) | 23,698,032 |
| - | - | - | - | - | - | (1,184,372) | 16,832,322 |
| <u>(129,521)</u> | <u>(849,669)</u> | <u>(752,197)</u> | <u>(678,167)</u> | <u>1,554,134</u> | <u>264,353</u> | <u>(5,897,228)</u> | <u>61,421,339</u> |
| <u>\$ 537,817</u> | <u>\$ 884,412</u> | <u>\$ 611,545</u> | <u>\$ 1,028,346</u> | <u>\$ 1,596,686</u> | <u>\$ 969,557</u> | <u>\$ (8,825,766)</u> | <u>\$ 108,272,700</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidating Statement of Operations

Year Ended June 30, 2013

| | Crotched Mountain Foundation | Crotched Mountain Rehabilitation Center, Inc. | Crotched Mountain Community Care, Inc. | Crotched Mountain Residential Services, Inc. |
|--|------------------------------------|--|---|---|
| Unrestricted revenues and gains | | | | |
| Room and board, tuition and special services, net | \$ - | \$ 40,566,681 | \$ - | \$ - |
| Care management/program services, net | - | - | 2,706,739 | 1,648,300 |
| Management fees | 3,513,906 | - | - | - |
| Rental income | 14,687 | - | - | - |
| Other revenue | 88,000 | 2,226,849 | 20,077 | 4,615 |
| Net assets released for operations | 704,631 | - | - | - |
| Net assets transferred for operations from the Foundation | <u>(548,925)</u> | <u>95,566</u> | <u>14,413</u> | <u>-</u> |
| Total unrestricted revenues and gains | <u>3,772,299</u> | <u>42,889,096</u> | <u>2,741,229</u> | <u>1,652,915</u> |
| Expenses | | | | |
| Salaries and wages | 2,539,222 | 24,837,108 | 1,453,858 | 1,007,516 |
| Benefits | 758,050 | 6,023,008 | 353,840 | 244,908 |
| Contracted services | 622,133 | 2,270,398 | 388,785 | 71,214 |
| Management fees | - | 2,991,832 | 176,563 | 113,803 |
| Supplies | 126,949 | 2,886,963 | 26,898 | 64,234 |
| Household and property | 200,858 | 1,748,316 | 190,374 | 87,028 |
| Other | 441,697 | 1,002,293 | 108,473 | 33,729 |
| Interest | - | 1,377,540 | - | 5,043 |
| Nursing facility quality assessment tax | - | 592,410 | - | - |
| Depreciation and amortization | <u>155,588</u> | <u>2,450,360</u> | <u>4,062</u> | <u>25,603</u> |
| Total expenses | <u>4,844,497</u> | <u>46,180,228</u> | <u>2,702,853</u> | <u>1,653,078</u> |
| (Loss) income from operations | <u>(1,072,198)</u> | <u>(3,291,132)</u> | <u>38,376</u> | <u>(163)</u> |
| Nonoperating income (expense) | | | | |
| Contributions and bequests | 136,529 | 112,410 | 80,198 | - |
| Development expenses | (567,699) | - | - | - |
| Income from outside trusts | 329,563 | - | - | - |
| Investment income | 1,268,675 | 2,251 | - | - |
| Change in value of interest rate swap | - | 1,085,701 | - | - |
| Miscellaneous income | 122,675 | - | - | - |
| Gain from Forest Legacy easement | 1,870,371 | - | - | - |
| Net assets released for capital acquisitions due to satisfaction of donor-restrictions | 42,180 | - | - | - |
| Net assets released from restrictions transferred for capital acquisition by the Foundation | (42,180) | 5,374 | - | - |
| Support (from) to affiliates for capital | <u>(553,745)</u> | <u>526,999</u> | <u>-</u> | <u>-</u> |
| Net nonoperating income (expense) | <u>2,606,369</u> | <u>1,732,735</u> | <u>80,198</u> | <u>-</u> |
| Increase (decrease) in unrestricted net assets | 1,534,171 | (1,558,397) | 118,574 | (163) |
| Unrestricted net assets (deficit), beginning of year | <u>17,042,873</u> | <u>4,089,111</u> | <u>550,388</u> | <u>9,830</u> |
| Unrestricted net assets (deficit), end of year | <u>\$ 18,577,044</u> | <u>\$ 2,530,714</u> | <u>\$ 668,962</u> | <u>\$ 9,667</u> |

| CMRS II | CMRS Whitefield, Inc. | CMRS IV | Crotched Mountain of New York - East Greenbush, Inc. | Sunnyfield Farms, Inc. | ATECH | Eliminations | Consolidated |
|---------------------|-----------------------|---------------------|--|------------------------|-------------------|--------------------|----------------------|
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 40,566,681 |
| - | - | - | - | 7,811 | 1,387,137 | - | 5,749,987 |
| - | - | - | - | - | - | (3,513,906) | - |
| 398,671 | 328,483 | 173,274 | 210,620 | - | - | - | 1,125,735 |
| 5,542 | 3,160 | 2,062 | 1,855 | - | 93,323 | - | 2,445,483 |
| - | - | - | - | - | - | - | 704,631 |
| - | - | - | - | 438,946 | - | - | - |
| <u>404,213</u> | <u>331,643</u> | <u>175,336</u> | <u>212,475</u> | <u>446,757</u> | <u>1,480,460</u> | <u>(3,513,906)</u> | <u>50,592,517</u> |
| 78,035 | 104,641 | 43,075 | 40,049 | 241,956 | 1,031,901 | - | 31,377,361 |
| 18,076 | 25,822 | 10,831 | 21,252 | 30,386 | 273,051 | - | 7,759,224 |
| 19,409 | 26,874 | 25,446 | 23,208 | 1,572 | 70,453 | - | 3,519,492 |
| 14,688 | 14,688 | 9,792 | 10,944 | 75,000 | 106,596 | (3,513,906) | - |
| 6,894 | 11,790 | 8,131 | 996 | 6,853 | 22,474 | - | 3,162,182 |
| 86,221 | 112,575 | 45,764 | 63,322 | 38,237 | 155,621 | - | 2,728,316 |
| 37,330 | 985 | 1,548 | 7,856 | 24,917 | 6,170 | - | 1,664,998 |
| 59,853 | - | - | - | - | - | - | 1,442,436 |
| - | - | - | - | - | - | - | 592,410 |
| <u>29,058</u> | <u>85,070</u> | <u>54,439</u> | <u>74,138</u> | <u>54,218</u> | <u>32,373</u> | <u>-</u> | <u>2,964,909</u> |
| <u>349,564</u> | <u>382,445</u> | <u>199,026</u> | <u>241,765</u> | <u>473,139</u> | <u>1,698,639</u> | <u>(3,513,906)</u> | <u>55,211,328</u> |
| <u>54,649</u> | <u>(50,802)</u> | <u>(23,690)</u> | <u>(29,290)</u> | <u>(26,382)</u> | <u>(218,179)</u> | <u>-</u> | <u>(4,618,811)</u> |
| - | - | - | - | - | - | - | 329,137 |
| - | - | - | - | - | - | - | (567,699) |
| - | - | - | - | - | - | - | 329,563 |
| - | - | - | - | - | - | - | 1,270,926 |
| - | - | - | - | - | - | - | 1,085,701 |
| - | - | - | - | - | 1,369 | - | 124,044 |
| - | - | - | - | - | - | - | 1,870,371 |
| - | - | - | - | - | - | - | 42,180 |
| - | - | - | - | 36,806 | - | - | - |
| - | - | - | - | 26,746 | - | - | - |
| - | - | - | - | 63,552 | 1,369 | - | 4,484,223 |
| 54,649 | (50,802) | (23,690) | (29,290) | 37,170 | (216,810) | - | (134,588) |
| <u>(184,170)</u> | <u>(798,867)</u> | <u>(728,507)</u> | <u>(648,877)</u> | <u>1,212,629</u> | <u>481,163</u> | <u>-</u> | <u>21,025,573</u> |
| <u>\$ (129,521)</u> | <u>\$ (849,669)</u> | <u>\$ (752,197)</u> | <u>\$ (678,167)</u> | <u>\$ 1,249,799</u> | <u>\$ 264,353</u> | <u>\$ -</u> | <u>\$ 20,890,985</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidating Statement of Financial Position

June 30, 2012

| ASSETS | Crotched Mountain Foundation | Crotched Mountain Rehabilitation Center, Inc. | Crotched Mountain Community Care, Inc. | Crotched Mountain Residential Services, Inc. |
|--|--|--|---|---|
| Current assets | | | | |
| Cash and cash equivalents | \$ 93,064 | \$ 1,813,716 | \$ 128,133 | \$ 43,433 |
| Accounts receivable, net of allowance | - | 8,430,574 | 325,620 | 93,649 |
| Bequests, pledges and other receivables | 246,667 | - | - | - |
| Inventories | - | 280,141 | - | - |
| Prepaid expenses and other current assets | 133,054 | 199,023 | 7,574 | 4,200 |
| Interest receivable | 41,983 | - | - | - |
| Total current assets | <u>514,768</u> | <u>10,723,454</u> | <u>461,327</u> | <u>141,282</u> |
| Due from affiliated organizations | <u>488,083</u> | <u>740,710</u> | <u>229,724</u> | <u>-</u> |
| Property, plant and equipment | | | | |
| Land and land improvements | 410,932 | 3,238,077 | - | 6,850 |
| Buildings and building improvements | 1,096,441 | 58,851,486 | - | 457,021 |
| Furniture and equipment | 1,613,096 | 11,529,221 | 294,086 | 142,345 |
| Motor vehicles | 13,497 | 2,097,016 | - | 110,636 |
| Construction in progress | 398,476 | 408,934 | - | - |
| Accumulated depreciation | <u>3,532,442</u> <u>(1,669,295)</u> | <u>76,124,734</u> <u>(44,434,363)</u> | <u>294,086</u> <u>(278,932)</u> | <u>716,852</u> <u>(461,868)</u> |
| Total property, plant and equipment, net | <u>1,863,147</u> | <u>31,690,371</u> | <u>15,154</u> | <u>254,984</u> |
| Other assets | | | | |
| Restricted cash | 1,038,354 | - | - | - |
| Bond issuance costs, net of accumulated amortization | - | 860,954 | - | - |
| Unrestricted investments - at fair value | 15,104,993 | - | - | - |
| Total other assets | <u>16,143,347</u> | <u>860,954</u> | <u>-</u> | <u>-</u> |
| Interest in net assets of the Foundation | <u>-</u> | <u>5,051,268</u> | <u>144,458</u> | <u>9,318</u> |
| Donor-restricted assets | | | | |
| Pledges receivable, net of current portion | 33,996 | - | - | - |
| Charitable gift annuities, at net present value | 291,924 | - | - | - |
| Investments - at fair value | | | | |
| By donors for specific purposes | 20,294,054 | - | - | - |
| By donors for permanent endowment | 8,008,633 | - | - | - |
| Total donor-restricted assets | <u>28,628,607</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Beneficial interests in perpetual trusts | <u>8,114,104</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total assets | <u>\$ 55,752,056</u> | <u>\$ 49,066,757</u> | <u>\$ 850,663</u> | <u>\$ 405,584</u> |

| CMRS II | CMRS Whitefield, Inc. | CMRS IV | Crotched Mountain of New York - East Greenbush, Inc. | Sunnyfield Farms, Inc. | ATECH | Eliminations | Consolidated |
|--------------------|-----------------------|-------------------|--|------------------------|-------------------|-----------------------|-----------------------|
| \$ 82,884 | \$ 38,751 | \$ 25,449 | \$ 46,430 | \$ 982 | \$ 51,610 | \$ - | \$ 2,324,452 |
| - | - | - | - | - | 533,451 | - | 9,383,294 |
| - | - | - | - | - | - | - | 246,667 |
| - | 821 | - | - | 2,969 | 93,876 | - | 374,017 |
| - | - | - | - | - | 10,768 | - | 358,409 |
| - | - | - | - | - | - | - | 41,983 |
| <u>82,884</u> | <u>39,572</u> | <u>25,449</u> | <u>46,430</u> | <u>3,951</u> | <u>689,705</u> | <u>-</u> | <u>12,728,822</u> |
| - | <u>43,105</u> | <u>26,745</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>(1,528,367)</u> | <u>-</u> |
| 80,165 | 58,330 | 78,656 | 215,323 | 587,484 | - | - | 4,675,817 |
| 1,544,678 | 1,988,606 | 1,318,963 | 1,758,255 | 713,283 | 73,402 | - | 67,802,135 |
| 49,863 | 35,579 | 9,918 | 12,206 | 369,530 | 486,504 | - | 14,542,348 |
| - | - | - | - | - | 14,603 | - | 2,235,752 |
| - | - | - | - | - | - | - | 807,410 |
| 1,674,706 | 2,082,515 | 1,407,537 | 1,985,784 | 1,670,297 | 574,509 | - | 90,063,462 |
| <u>(1,466,186)</u> | <u>(1,300,037)</u> | <u>(887,046)</u> | <u>(1,078,452)</u> | <u>(363,620)</u> | <u>(439,967)</u> | <u>-</u> | <u>(52,379,766)</u> |
| <u>208,520</u> | <u>782,478</u> | <u>520,491</u> | <u>907,332</u> | <u>1,306,677</u> | <u>134,542</u> | <u>-</u> | <u>37,683,696</u> |
| 251,075 | 69,381 | 60,007 | 116,521 | - | - | - | 1,535,338 |
| - | - | - | - | - | - | - | 860,954 |
| - | - | - | - | - | - | - | 15,104,993 |
| <u>251,075</u> | <u>69,381</u> | <u>60,007</u> | <u>116,521</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>17,501,285</u> |
| - | - | - | - | 294,982 | - | (5,500,026) | - |
| - | - | - | - | - | - | - | 33,996 |
| - | - | - | - | - | - | - | 291,924 |
| - | - | - | - | - | - | - | 20,294,054 |
| - | - | - | - | - | - | - | 8,008,633 |
| - | - | - | - | - | - | - | 28,628,607 |
| - | - | - | - | - | - | - | 8,114,104 |
| <u>\$ 542,479</u> | <u>\$ 934,536</u> | <u>\$ 632,692</u> | <u>\$ 1,070,283</u> | <u>\$ 1,605,610</u> | <u>\$ 824,247</u> | <u>\$ (7,028,393)</u> | <u>\$ 104,656,514</u> |

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES
Consolidating Statement of Financial Position (Concluded)

June 30, 2012

| <u>LIABILITIES AND NET ASSETS (DEFICIENCY)</u> | Crotched Mountain Foundation | Crotched Mountain Rehabilitation Center, Inc. | Crotched Mountain Community Care, Inc. | Crotched Mountain Residential Services, Inc. |
|---|------------------------------------|--|---|---|
| Current liabilities | | | | |
| Accounts payable | \$ 215,305 | \$ 1,096,635 | \$ 45,626 | \$ 11,124 |
| Accrued salaries, wages and related taxes | 218,470 | 1,140,643 | 110,191 | 54,216 |
| Other accrued liabilities | 1,201 | 858,258 | - | 6,787 |
| Line of credit advance | - | 1,390,000 | - | - |
| Current portion of long-term debt | - | 905,000 | - | 193,750 |
| Current portion of charitable annuity liability | 17,729 | - | - | - |
| Total current liabilities | <u>452,705</u> | <u>5,390,536</u> | <u>155,817</u> | <u>265,877</u> |
| Due to affiliated organizations | <u>1,040,284</u> | - | - | <u>120,559</u> |
| Long-term debt, net of current portion | - | <u>32,138,019</u> | - | - |
| Other long-term obligations | | | | |
| Fair value of interest rate swap | - | 2,397,823 | - | - |
| Charitable gift annuity liability, net of current portion | 60,026 | - | - | - |
| Capital advances | - | - | - | - |
| Total liabilities | <u>1,553,015</u> | <u>39,926,378</u> | <u>155,817</u> | <u>386,436</u> |
| Net assets (deficiency) | | | | |
| Unrestricted | 17,042,873 | 4,089,111 | 550,388 | 9,830 |
| Temporarily restricted | 21,033,431 | 3,908,267 | 89,913 | 9,318 |
| Permanently restricted | <u>16,122,737</u> | <u>1,143,001</u> | <u>54,545</u> | - |
| Total net assets (deficiency) | <u>54,199,041</u> | <u>9,140,379</u> | <u>694,846</u> | <u>19,148</u> |
| | | | | |
| Total liabilities and net assets (deficiency) | <u>\$ 55,752,056</u> | <u>\$ 49,066,757</u> | <u>\$ 850,663</u> | <u>\$ 405,584</u> |

| CMRS II | CMRS Whitefield, Inc. | CMRS IV | Crotched Mountain of New York - East Greenbush, Inc. | Sunnyfield Farms, Inc. | ATECH | Eliminations | Consolidated |
|------------------|-----------------------------|------------------|---|---------------------------|----------------|--------------------|-------------------|
| \$ 38,533 | \$ 21,674 | \$ 7,916 | \$ 21,828 | \$ - | \$ 12,545 | \$ - | \$ 1,471,186 |
| 6,942 | 6,394 | 1,863 | 5,779 | 9,792 | 51,222 | - | 1,605,512 |
| 13,270 | 7,635 | 3,720 | 7,553 | - | - | - | 898,424 |
| - | - | - | - | - | - | - | 1,390,000 |
| 39,000 | - | - | - | - | - | - | 1,137,750 |
| - | - | - | - | - | - | - | 17,729 |
| <u>97,745</u> | <u>35,703</u> | <u>13,499</u> | <u>35,160</u> | <u>9,792</u> | <u>63,767</u> | <u>-</u> | <u>6,520,601</u> |
| - | - | - | - | 88,207 | 279,317 | (1,528,367) | - |
| <u>628,904</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>32,766,923</u> |
| - | - | - | - | - | - | - | 2,397,823 |
| - | - | - | - | - | - | - | 60,026 |
| <u>-</u> | <u>1,697,700</u> | <u>1,347,700</u> | <u>1,684,000</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>4,729,400</u> |
| <u>726,649</u> | <u>1,733,403</u> | <u>1,361,199</u> | <u>1,719,160</u> | <u>97,999</u> | <u>343,084</u> | <u>(1,528,367)</u> | <u>46,474,773</u> |
| (184,170) | (798,867) | (728,507) | (648,877) | 1,212,629 | 481,163 | - | 21,025,573 |
| - | - | - | - | 294,982 | - | (4,302,480) | 21,033,431 |
| <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>(1,197,546)</u> | <u>16,122,737</u> |
| <u>(184,170)</u> | <u>(798,867)</u> | <u>(728,507)</u> | <u>(648,877)</u> | <u>1,507,611</u> | <u>481,163</u> | <u>(5,500,026)</u> | <u>58,181,741</u> |

| | | | | | | | |
|-------------------|-------------------|-------------------|---------------------|---------------------|-------------------|-----------------------|-----------------------|
| \$ <u>542,479</u> | \$ <u>934,536</u> | \$ <u>632,692</u> | \$ <u>1,070,283</u> | \$ <u>1,605,610</u> | \$ <u>824,247</u> | \$ <u>(7,028,393)</u> | \$ <u>104,656,514</u> |
|-------------------|-------------------|-------------------|---------------------|---------------------|-------------------|-----------------------|-----------------------|

CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

Consolidating Statement of Operations

Year Ended June 30, 2012

| | <u>Crotched Mountain Foundation</u> | <u>Crotched Mountain Rehabilitation Center, Inc.</u> | <u>Crotched Mountain Community Care, Inc.</u> | <u>Crotched Mountain Residential Services, Inc.</u> |
|--|---|--|---|---|
| Unrestricted revenues and gains | | | | |
| Room and board, tuition and special services, net | \$ - | \$ 39,053,247 | \$ - | \$ - |
| Care management/program services, net | - | - | 2,545,414 | 1,603,808 |
| Management fees | 3,672,013 | - | - | - |
| Rental income | 14,687 | - | - | - |
| Other revenue | - | 2,513,199 | 20,240 | 1,000 |
| Net assets released for operations | 599,411 | - | - | - |
| Net assets transferred for operations from the Foundation | <u>(528,076)</u> | <u>67,676</u> | <u>18,263</u> | <u>-</u> |
| Total unrestricted revenues and gains | <u>3,758,035</u> | <u>41,634,122</u> | <u>2,583,917</u> | <u>1,604,808</u> |
| Expenses | | | | |
| Salaries and wages | 2,667,196 | 22,691,498 | 1,404,563 | 999,125 |
| Benefits | 911,487 | 5,947,782 | 366,458 | 256,456 |
| Contracted services | 852,710 | 2,265,985 | 363,913 | 71,936 |
| Management fees | - | 3,069,553 | 213,824 | 139,505 |
| Supplies | 106,734 | 2,524,352 | 20,997 | 85,737 |
| Household and property | 173,153 | 1,563,775 | 186,870 | 90,007 |
| Other | 459,628 | 932,546 | 98,022 | 40,515 |
| Interest | 14,565 | 1,381,379 | - | 14,437 |
| Nursing facility quality assessment tax | - | 618,291 | - | - |
| Depreciation and amortization | <u>184,531</u> | <u>2,507,149</u> | <u>4,320</u> | <u>21,523</u> |
| Total expenses | <u>5,370,004</u> | <u>43,502,310</u> | <u>2,658,967</u> | <u>1,719,241</u> |
| (Loss) income from operations | <u>(1,611,969)</u> | <u>(1,868,188)</u> | <u>(75,050)</u> | <u>(114,433)</u> |
| Nonoperating income (expense) | | | | |
| Contributions and bequests | 989,228 | 234,854 | 1,676 | - |
| Development expenses | (501,068) | - | - | - |
| Income from outside trusts | 288,946 | - | - | - |
| Investment (loss) income | (580,710) | 189 | - | - |
| Change in value of interest rate swap | - | (2,132,782) | - | - |
| Miscellaneous income | 353,673 | - | - | - |
| Net assets released for capital acquisitions due to satisfaction of donor restrictions | 134,079 | - | - | - |
| Net assets released from restrictions transferred for capital acquisition by the Foundation | <u>(134,079)</u> | <u>77,625</u> | <u>-</u> | <u>-</u> |
| Net nonoperating income (expense) | <u>550,069</u> | <u>(1,820,114)</u> | <u>1,676</u> | <u>-</u> |
| Increase (decrease) in unrestricted net assets | (1,061,900) | (3,688,302) | (73,374) | (114,433) |
| Unrestricted net assets (deficit), beginning of year | <u>18,104,773</u> | <u>7,777,413</u> | <u>623,762</u> | <u>124,263</u> |
| Unrestricted net assets (deficit), end of year | <u>\$ 17,042,873</u> | <u>\$ 4,089,111</u> | <u>\$ 550,388</u> | <u>\$ 9,830</u> |

| CMRS II | CMRS Whitefield, Inc. | CMRS IV | Crotched Mountain of New York - East Greenbush, Inc. | Sunnyfield Farms, Inc. | ATECH | Eliminations | Consolidated |
|---------------------|-----------------------|---------------------|--|------------------------|-------------------|--------------------|----------------------|
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 39,053,247 |
| - | - | - | - | 8,445 | 1,670,149 | - | 5,827,816 |
| - | - | - | - | - | - | (3,672,013) | - |
| 399,200 | 313,817 | 168,092 | 198,971 | - | - | - | 1,094,767 |
| 5,458 | 2,473 | 1,752 | 1,658 | - | 135,625 | - | 2,681,405 |
| - | - | - | - | - | - | - | 599,411 |
| - | - | - | - | 442,137 | - | - | - |
| <u>404,658</u> | <u>316,290</u> | <u>169,844</u> | <u>200,629</u> | <u>450,582</u> | <u>1,805,774</u> | <u>(3,672,013)</u> | <u>49,256,646</u> |
| 80,975 | 106,072 | 31,081 | 47,358 | 120,733 | 993,813 | - | 29,142,414 |
| 17,911 | 29,853 | 9,733 | 20,378 | 32,554 | 257,157 | - | 7,849,769 |
| 16,399 | 16,213 | 32,665 | 26,132 | 142 | 79,402 | - | 3,725,497 |
| 14,688 | 14,688 | 9,792 | 10,944 | 75,000 | 124,019 | (3,672,013) | - |
| 4,032 | 5,788 | 6,622 | 1,628 | 4,008 | 114,794 | - | 2,874,692 |
| 88,505 | 104,417 | 53,859 | 59,949 | 39,040 | 150,859 | - | 2,510,434 |
| 5,184 | 9,131 | 6,359 | 6,131 | 50,159 | 23,248 | - | 1,630,923 |
| 63,315 | - | - | - | - | - | - | 1,473,696 |
| - | - | - | - | - | - | - | 618,291 |
| <u>30,506</u> | <u>85,217</u> | <u>55,000</u> | <u>74,883</u> | <u>60,215</u> | <u>29,377</u> | <u>-</u> | <u>3,052,721</u> |
| <u>321,515</u> | <u>371,379</u> | <u>205,111</u> | <u>247,403</u> | <u>381,851</u> | <u>1,772,669</u> | <u>(3,672,013)</u> | <u>52,878,437</u> |
| <u>83,143</u> | <u>(55,089)</u> | <u>(35,267)</u> | <u>(46,774)</u> | <u>68,731</u> | <u>33,105</u> | <u>-</u> | <u>(3,621,791)</u> |
| - | - | - | - | 132,000 | - | - | 1,357,758 |
| - | - | - | - | - | - | - | (501,068) |
| - | - | - | - | - | - | - | 288,946 |
| - | - | - | - | - | - | - | (580,521) |
| - | - | - | - | - | - | - | (2,132,782) |
| - | - | - | - | - | 1,591 | - | 355,264 |
| - | - | - | - | - | - | - | 134,079 |
| - | - | - | - | 56,454 | - | - | - |
| - | - | - | - | 188,454 | 1,591 | - | (1,078,324) |
| 83,143 | (55,089) | (35,267) | (46,774) | 257,185 | 34,696 | - | (4,700,115) |
| <u>(267,313)</u> | <u>(743,778)</u> | <u>(693,240)</u> | <u>(602,103)</u> | <u>955,444</u> | <u>446,467</u> | <u>-</u> | <u>25,725,688</u> |
| <u>\$ (184,170)</u> | <u>\$ (798,867)</u> | <u>\$ (728,507)</u> | <u>\$ (648,877)</u> | <u>\$ 1,212,629</u> | <u>\$ 481,163</u> | <u>\$ -</u> | <u>\$ 21,025,573</u> |

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RN, BSN, MBA, NHA, CDONA, LSSBB

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Cell: (603) 801-6874

CNO/COO Healthcare Executive

Results-oriented healthcare executive with over 20 years of experience in diverse clinical settings. Managed clinical, administration, and nursing teams of up to 150 FTE's and regulated annual budgets of \$8+ million. Highly skilled at assessing existing operations, formulating new strategies, constructing complex conceptual frameworks, and implementing innovative programs and technologies. Strategic thinker and problem solver with detailed experience in coaching, mentoring, training, Lean Six Sigma, and project management. Proven track record for the successful development of new clinical programs and efficiencies in work and patient flow, resulting in financial and quality improvements that yielded a national award for care coordination throughout the patient experience. Developed alternative staffing and scheduling models, increased acuity and quality of care levels, and established methods to maximize Medicaid reimbursement, resulting in hundreds of thousands of dollars in reduced labor costs and \$1+ million in increased revenue. Broad knowledge, understanding, and application of CMS, JCAHO, DNV and compliance regulations. Computer skills include Electronic Health Records (McKesson, MDI Achieve, En-Chart), Microsoft Office, Qualcare Peer Review, and Milliman (MCG) web-based electronic documentation systems.

AREAS OF EXPERTISE

- Shift Bidding Programs
- Shared Governance Structure
- Balanced Scorecard Implementation
- Clinical Career Mapping
- Discharge Planning
- Levels of Acuity
- Post Acute Ventilator Programs
- LEAN Six Sigma & TQM Programs
- Bed Management Programs
- Simulation Labs
- Care Planning Modules
- Collaborative Practice Protocols
- ED / ER / Triage Operations
- Utilization Review / Management
- Clinical Decision Units
- ICU / In-patient Bed Merger
- Universal Room Concepts
- RAC Task Forces
- Activity Programs
- Medicaid Reimbursement
- Peer Review Programs

AWARDS & RECOGNITION

2015 National Doyle Award Recipient for Innovation & Leadership in Healthcare
2014 National Association of Professional Women: Woman of the Year Inductee
2013 Mascenic Regional High School Hall of Fame
2006 Advance for Nursing: Nursing Leader of the Year Runner Up
1997 Orlando Regional Healthcare: Nursing Excellence Award Nomination

PROFESSIONAL EXPERIENCE

Vice President of Nursing/Director of Population Health

CROTCHED MOUNTAIN REHABILITATION CENTER/COMMUNITY CARE, Portsmouth, NH 2015 - Present
A statewide Independent Case Management Agency.

- Reports to CEO/President of Crotched Mountain Foundation, supervises approximately 30 FTEs, and oversees all operations at Crotched Mountain Community Care and Service Link program for which Crotched Mountain is fiscal agent.
- Responsible for the implementation of a quality management infrastructure to drive organizational quality initiatives and overall organizational change; Business strategy for CMCC reflecting population health and managed care & alternative payment environments; Development and implementation of transformational tools including evidence-based practice and electronic health record applications; Development and adoption of technology support to clinical decision systems; and, management oversight of general business processes.
- Assures that programs and services are operated in compliance with all applicable state, federal or regional licensing standards; assures that the quality of service offered to clients or tenants meets acceptable standards as promulgated by all licensing authorities, community oversight and advocacy associations, and CMCC policies and procedures; and, coordinates with the QA Program of CMF to assure that all clients, tenants and third party providers are surveyed regarding the delivery of quality services.

Vice President / Director of Nursing

CROTCHED MOUNTAIN REHABILITATION CENTER, Greenfield, NH

2010 - 2015

A 62-bed Rehabilitation Hospital and Pediatric and Adult Residential Center.

- Manage 150+ FTE's including clinical and non-clinical staff. Oversee executive level strategic planning, special projects, cost and revenue initiatives, and annual budget development (\$8.2 million).
- Lead Adult and Pediatric Ventilator, Telemetry, Peritoneal Dialysis, Medically Complex, Patient Safety, Nursing Administration, and Care Coordination programs.
- Ensure DNV and DHHS survey compliance. Successfully resolved and mitigated 14 Level I audit and compliance non-conformities. Established tiered levels of care (Acute, Sub Acute, Skilled, and Pediatrics).
- Consulted on the design and implementation of MDI Achieve, Qualcare Peer Review, and Milliman (MCG) web-based electronic documentation systems.
- Developed and implemented TQM, Balanced Scorecard, Lean Six Sigma, and Analytics programs.
- Achieved dramatic improvements in level-of-care decisions and medical record documentation, reducing rate of admission denials from 48 percent in 2011 to 5 percent in 2014.
- Remapped shift schedules and repositioned front line nursing staff based on levels of acuity. Decreased staffing levels by 23 FTE's and slashed overtime, saving \$935,000+ per year in reduced labor costs.
- Increased patient acuity levels and implemented a program for ventilated patients from the State, generating a revenue increase of \$1.75 million.
- Developed and negotiated post-acute level of care and medically complex care programs approved by State legislature, projected to generate an additional \$1.8 million in Medicaid reimbursement per year.
- Improved Long-Term Acute Care quality score from last in NH (improved from 1 star to 4 stars out of 5) and increased patient satisfaction score to 4.5 stars out of 5.
- Designed conceptual framework for the quality management system that enabled Crotched Mountain to become the first healthcare facility in New Hampshire to achieve DNV ISO 9001 Certification.
- Allowed Crotched Mountain to receive the prestigious 2015 National Doyle Award for Innovation and Leadership in Healthcare.

Vice President / Director of Nursing / Director of Inpatient Services

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

2004 - 2010

A Critical Access Hospital offering Medical, Surgical, ICU, Obstetrics, Pediatrics, and Mental Health services.

- Promoted twice and reported directly to the CEO. Oversaw 150 FTE's, annual budget development, strategic planning, special projects, and quality / cost containment initiatives.
- Maintained responsibility for 63 licensed beds including 25 acute bed capitation, Med-Surg, Pediatrics, SNF, ICU, OB, SDS, Endoscopy, Respiratory Therapy, Infection Control, and Disaster Preparedness.
- Implemented TQM, Balanced Scorecard, and Six Sigma programs and created new staffing and acuity models. Solidified quality standards and protocols to apply for Magnet status.
- Ensured survey and audit compliance. Received JCAHO reaccreditation without any deficiencies.
- Remodeled Triage protocols that increased Emergency Severity Index acuity from Level 3 to Level 5.
- Established 12-hour shifts and created a customized staffing and acuity tool, saving \$300,000+ per year in staffing overages. Developed policies and procedures manuals for 7 departments.
- Created shared governance model which allowed for the elimination of department supervisors, savings \$500,000.00 annually plus benefits.
- Designed a new Emergency Department and consolidated ICU and Medical-Surgical units. Oversaw 8-bed outpatient Emergency Room (13,000 visits annually) with 3 operating rooms.
- Interfaced with Stanford University to implement a Simulation Lab for training.
- Built and implemented En-Chart hybrid medical record in the Emergency Department with updated coding rules and regulations. Recovered \$2.7 million dollar in lost revenues.

Manager (Medical / Surgical / Telemetry / Pediatrics)

NASHOBA VALLEY MEDICAL CENTER, Ayer, MA

2003 - 2004

A community hospital serving 11 communities in North Central Massachusetts.

- Managed a 57-bed Telemetry and Medical-Surgical unit. Maintained 24-hour accountability for Acute Care Services and unit staffing coverage. Oversaw 40 nursing FTE's and fiscal resources at 2 facilities.
- Ensured compliance with CMS, JCAHO, and other regulations, resulting in a successful JCAHO survey.
- Designed and implemented staffing and acuity module and fast tracking program.
- Expanded Pediatric Services and engineered a discharge planning lounge on the In-patient Unit.
- Conceived and developed a pod-care delivery model to bring nursing to the bedside.

Director, Sub-Acute Services, Adult Day Health, and Infection Control

UMASS MEMORIAL / THE HIGHLANDS / FAIRLAWN LONG-TERM CARE, Fitchburg, MA

1999 - 2003

A campus providing post-operative and long-term care, clinical nursing, and rehabilitation services.

- Promoted 5 times and managed 40 FTE's and daily operation in a 38-bed Sub-Acute Unit, a 54-bed locked Special Care Unit, and an Adult Day Health Unit with a client capacity of 50 clients.
- Directed Infection Control, Employee Health, and Worker's Compensation activities for 314 beds.
- Maintained 24-hour accountability for resident care. Ensured delivery of comprehensive and quality patient care. Oversaw MDS process while maintaining nursing management responsibilities.
- Partnered with Hospital ED, In-patient Services, IV Therapy, Rehabilitation, and other unit teams to provide holistic care. Monitored, tracked, evaluated, and reported on infections for each unit.
- Reviewed applications for admission to the unit with the Director of Nursing and Admissions and demonstrated knowledge of OBRA and JCAHO guidelines in assisting with survey plans of correction.

ADDITIONAL EXPERIENCE**Pre- & Post-Op Care & I.C.U. Staff Nurse**

FLORIDA HOSPITAL, Orlando, FL

1998 - 1999

A 2,247-bed acute-care medical facility affiliated with Adventist Health System.

Medical-Surgical & Telemetry Unit Charge Nurse / Unit Advisory Council Chair

ORLANDO REGIONAL MEDICAL CENTER, Orlando, FL

1993 - 1998

An 808-bed hospital specializing in trauma, critical care, emergency care, cardiology, orthopedics and neurosciences.

Renal-Dialysis Unit Charge Nurse / Care Facilitator

BURBANK HOSPITAL, Fitchburg, MA

1991 - 1993

A rehabilitation hospital now affiliated with UMASS Memorial Health Alliance Hospital.

Medical-Surgical Staff Nurse

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

1991

A Critical Access Hospital offering Medical, Surgical, ICU, Obstetrics, Pediatrics, and Mental Health services.

Home Health Staff Nurse

HOME HEALTH HOSPICE & COMMUNITY SERVICES, Peterborough, NH

1991

A local, non-profit visiting nurse and hospice provider serving southwestern New Hampshire.

EDUCATION**Lean Six Sigma Black Belt**

VILLANOVA UNIVERSITY, Villanova PA

2014

Nursing Home Administrator License

CROTCHED MOUNTAIN REHABILITATION CENTER, Greenfield, NH

2014

Masters of Business Administration

FITCHBURG STATE COLLEGE, Fitchburg, MA

2005

ARNP Masters Program Courses

ANDREWS UNIVERSITY, Berrien Springs, MI

1998

Bachelor of Science, Nursing

FITCHBURG STATE COLLEGE, Fitchburg, MA

1991

LICENSES, CERTIFICATIONS & TRAINING

- R.N. Licenses (NH / MA / FL)
- CDONA & NHA NH
- ACLS / PALS / BLS
- Ventilator Management
- Peritoneal Dialysis
- PICC Line Certification
- Green & Black Lean Six Sigma
- Critical Care Course Certification (RNII)
- Alzheimer's Train-the-Trainer Certification
- APIC Infection Control Certification
- Medical Legal Nurse Consultation Training
- Prior ANCC, RN, C Certification

AFFILIATIONS

NADONA - National Association of the Directors of Nursing / LTC (2014)
 Advisory Board Member, Nashua Community College, Nashua, NH (2013)
 ACHE - American College of Healthcare Executives (2008)
 AQNE - Association of Nurse Executives (2008)
 NHONL - New Hampshire Organization of Nurse Leaders (2008)
 Sigma Theta Tau - International Honor Society of Nursing (1991)

CONSTANCE M. YOUNG

PROFESSIONAL EXPERIENCE

2000 – Present **Rockingham County ServiceLink** Atkinson, NH

Program Director

- Develop, implement and manage program for older adults, adults with disabilities and family caregivers.
- Recruit, train, and supervise staff and volunteers.
- Provide daily management and leadership of program staff and volunteers in conjunction and consultation with the Advisory Board, to maintain sufficient resources affording high quality services to consumers.
- Counsel, assess and educate consumers on issues of aging, chronic illness, disability and caregiving.
- Organize, facilitate and provide public education on subject matter of interest to consumers.
- Develop, direct and implement public relations and communication strategies to establish and heighten awareness of program.
- Advance collaborative relationships with community and state agencies, organizations, business and individuals.
- Develop, manage, and monitor agency budgets.
- Identify and pursue funding opportunities.

1986 – 2000 **Rockingham Community Action** Salem, NH

Outreach Center Director

Fuel Assistance Intake Manager and Certifier

- Direct and plan operations and programs for two outreach centers that provide service to twelve communities.
- Recruit, hire, train and supervise staff, student interns, and volunteers.
- Provide advocacy for clients with town officials, landlords and vendors; authorize all payments for emergency assistance.
- Compile and monitor program statistics program.
- Develop and manage budgets for multiple programs.
- Organize and plan activities to obtain grants from local, state, federal, and private sources.
- Prepare reports as needed for municipal funding, grantors, and others.
- Participate on strategic planning team responsible for the development of a coordinated service delivery system.
- Identify changing and unmet needs and develop strategic plans to provide more effective and efficient service and support.
- Develop, enhance and maintain positive relations with community and civic organizations and businesses.

CONSTANCE M. YOUNG

1998-1999

New Hampshire College

Salem, NH

Administrative Assistant

- Provide administrative support and service to faculty and academic advisors.
- Address inquiries, schedule appointments, provide course selection and prerequisite information to enrolled and prospective graduate and undergraduate students.
- Assist with daily office functions and maintenance of student and faculty files.
- Receive and process payments; reconcile and report daily payment receipts and make bank deposits.

February–June 1998 Central Catholic High School

Lawrence, MA

Alumni and Development Assistant

- Coordinate, schedule, and motivate students, parents, and alumni telemarketers for two major fund raising campaigns.
- Compile daily pledge results and report progress to the Alumni Director and any other information pertinent to the continued success of the campaign and the academic community.

EDUCATION

Merrimack College
North Andover, MA

Bachelor of Art
Political Science

PROFESSIONAL CERTIFICATION

- October 2006- Present Certified Information and Referral Specialist for Aging (CIRS-A/D)

ADDITIONAL PROFESSIONAL ACTIVITIES

- ServiceLink ADRC Association – President 2012–2014 ; Vice President 2014-2016
- Southern NH Elder Wrap Around Team - Facilitator
- NH Senior Leadership Series Graduate
- New Hampshire Statewide Suicide Prevention Council – 2006-2011
- Greater Salem NH Chamber of Commerce – Non-profit and Scholarship Committees
- Leadership Greater Salem, Greater Salem NH Chamber of Commerce

KEY ADMINISTRATIVE PERSONNEL

State of New Hampshire Department of Health and Human Services

Vendor Name: Crotched Mountain Community Care, Inc.

Name of Program/Service: New Hampshire ServiceLink Resource Centers Program

| BUDGET PERIOD: | January 1, 2017 through June 30, 2017 | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Michael Coughlin, CEO | \$250,000 | 0.00% | \$0.00 |
| Tom Zubricki, CFO | \$170,000 | 0.00% | \$0.00 |
| Lisa Perales, Vice President | \$129,000 | 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: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-04)

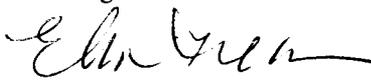
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|-------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Easter Seals New Hampshire, Inc. | | 1.4 Contractor Address 555 Auburn Street Manchester, NH 03103 | |
| 1.5 Contractor Phone Number 603-623-8863 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$768819.13 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Elin Treanor, CFO | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Nov. 10, 2014</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 CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019 | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS Date: <u>11/18/14</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>11/29/14</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 ET
Date 1/11/2014

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Statement of Work

2.1. ServiceLink Administrative Requirements

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



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

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- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:

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

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

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



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

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

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

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

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

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

3. Reporting Requirements

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



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

4. **Performance Measures**

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

5. **Staffing**

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

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

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



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

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

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

6. Deliverables

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



Method and Conditions Precedent to Payment

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

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



Exhibit B

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

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11/10/2016

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

Bidder Name: Easter Seals New Hampshire, Inc. (Hillsborough County SLRC)

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program

(Name of RFP)

Budget Period: State Fiscal Year 2017

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|----------------------|---------------------|----------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1. Total Salary/Wages | \$ 140,922.55 | \$ 14,092.26 | \$ 155,014.81 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 40,162.83 | \$ 4,016.28 | \$ 44,179.22 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ 1,400.00 | \$ 140.00 | \$ 1,540.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 2,275.00 | \$ 227.50 | \$ 2,502.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,200.61 | \$ 320.06 | \$ 3,520.67 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 672.00 | \$ 67.20 | \$ 739.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 17,280.00 | \$ 1,728.00 | \$ 19,008.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,838.00 | \$ 283.80 | \$ 3,121.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 971.00 | \$ 97.10 | \$ 1,068.10 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ 45.00 | \$ 4.50 | \$ 49.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,500.00 | \$ 150.00 | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 2,655.00 | \$ 265.50 | \$ 2,920.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13a. NWD - host Strategic conference | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13b. Printing | \$ 600.00 | \$ 60.00 | \$ 660.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13c. Volunteer Appreciation | \$ 200.00 | \$ 20.00 | \$ 220.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 216,722.08 | \$ 21,672.21 | \$ 237,294.30 | \$ - |

Indirect As A Percent of Direct

10.0%

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0.10000000

Contractor Initials: *ET*
Date: *11/10/16*

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

Bidder/Program Name: Easter Seals New Hampshire, Inc. (Hillsborough County SLRC)

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2018

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|--|---------------|--------------|---------------|------|------|------|------|------|------|------|------|------|
| 1. Total Salary/Wages | \$ 261,570.16 | \$ 26,157.02 | \$ 267,727.18 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 74,547.50 | \$ 7,454.75 | \$ 82,002.25 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ 2,600.00 | \$ 260.00 | \$ 2,860.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,600.00 | \$ 360.00 | \$ 3,960.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 1,744.00 | \$ 174.40 | \$ 1,918.40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 35,160.00 | \$ 3,516.00 | \$ 38,676.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 5,836.00 | \$ 583.60 | \$ 6,419.60 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 1,589.00 | \$ 158.90 | \$ 1,747.90 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 655.00 | \$ 65.50 | \$ 720.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13a. NWD - host Strategic conference | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13b. Printing | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13c. Volunteer Appreciation | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 388,961.66 | \$ 38,896.17 | \$ 427,791.83 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indirect As A Percent of Direct | | 10.0% | | | | | | | | | | |
| #DIV/0! | | | | | | | | | | | | 0.10 |

Contractor Initials: EET
Date: 11/14/16

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

Bidder/Program Name: Easter Seals New Hampshire, Inc. (Hillsborough County SLRC)

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2019

| Line Item | Total Program Cost | | | Contractor/Agency/Client | | | Amount for Other Potential Clients | | |
|--|---------------------|--------------------|---------------------|--------------------------|--------|-------|------------------------------------|--------------------|---------------------|
| | Request | Actual | Final | Request | Actual | Final | Request | Actual | Final |
| 1. Total Salary/Wages | \$ 62,578.00 | \$ 6,257.90 | \$ 68,835.80 | \$ - | \$ - | \$ - | \$ 62,578.00 | \$ 6,257.90 | \$ 68,835.80 |
| 2. Employee Benefits | \$ 17,834.73 | \$ 1,783.47 | \$ 19,618.20 | \$ - | \$ - | \$ - | \$ 17,834.73 | \$ 1,783.47 | \$ 19,618.20 |
| 3. Consultants | \$ 700.00 | \$ 70.00 | \$ 770.00 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 70.00 | \$ 770.00 |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 900.00 | \$ 90.00 | \$ 990.00 | \$ - | \$ - | \$ - | \$ 900.00 | \$ 90.00 | \$ 990.00 |
| 6. Travel | \$ 436.00 | \$ 43.60 | \$ 479.60 | \$ - | \$ - | \$ - | \$ 436.00 | \$ 43.60 | \$ 479.60 |
| 7. Occupancy | \$ 8,790.00 | \$ 879.00 | \$ 9,669.00 | \$ - | \$ - | \$ - | \$ 8,790.00 | \$ 879.00 | \$ 9,669.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,458.00 | \$ 145.80 | \$ 1,603.80 | \$ - | \$ - | \$ - | \$ 1,458.00 | \$ 145.80 | \$ 1,603.80 |
| Postage | \$ 1,805.00 | \$ 180.50 | \$ 1,985.50 | \$ - | \$ - | \$ - | \$ 1,805.00 | \$ 180.50 | \$ 1,985.50 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13a. NHD - host Strategic conference | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13b. Printing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13c. Volunteer Appreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 84,302.73 | \$ 8,430.27 | \$ 92,733.00 | \$ - | \$ - | \$ - | \$ 84,302.73 | \$ 8,430.27 | \$ 92,733.00 |

Indirect As A Percent of Direct

10.0%

#DIV/0!

0.10

Contractor Initials: *ET*
Date: *11/4/16*



SPECIAL PROVISIONS

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

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

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11/19/16



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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

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

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11/10/2016



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Contractor Name: *Easter Seals NH, Inc.*

11/10/10
Date

Elmer
Name: *Elmer*
Title: *CFD*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

11/10/2016
Date

Elin Treanor
Name: Elin Treanor
Title: CFO



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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: *Easter Seals NH, Inc.*

11/10/2016
Date

Elin Deane
Name: *Elin Deane*
Title:



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

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

11/10/2016

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: EastSeals NH, Inc.

11/10/2016
Date

Elm. Seals
Name: ELM SEALS
Title: CFO

Exhibit G

Contractor Initials ES

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/10/2016



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: Falk-Senescutt, Inc.

11/10/2016
Date

[Signature]
Name: ETREATOR
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials

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Date

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Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

ET

11/14/2016



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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11/19/2016



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.

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/18/16
Date

Eastern Seals NH, Inc
Name of the Contractor

Elin Melnar
Signature of Authorized Representative

Elin Melnar
Name of Authorized Representative

CFO
Title of Authorized Representative

11/10/2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Eastcoast Services NH, LLC

11/10/2016
Date

Elmer DeLuca
Name: ELMER DELUCA
Title: CFO



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: 08-557-3467
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:

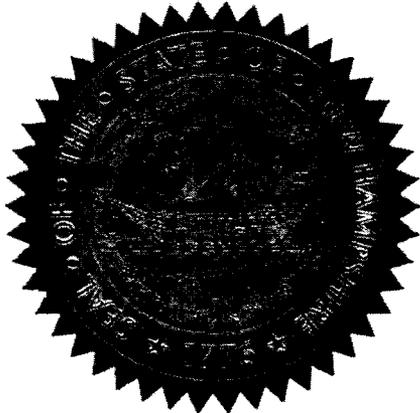
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 13, 2016:

RESOLVED: To authorize the president/chief executive officer, chief financial officer, chief operating officer, chief human resources officer and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals Maine, Inc., Easter Seals Vermont, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc.

3. I further certify that Elin Treanor is the CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of November 10, 2016.

Assistant Secretary

The foregoing instrument was acknowledged before me this 10th day of November 2016.

Notary Public

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019



Creating solutions, changing lives.

Easter Seals New Hampshire

Larry J. Gammon
President/CEO

555 Auburn Street
Manchester, NH 03103-4800
603.623.8863 phone/tdd
603.625.1148 fax
www.eastersealsnh.org

Easter Seals New Hampshire Mission Statement

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

**BAKER
NEWMAN
NOYES**

**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2015 and 2014
With Independent Auditors' Report*

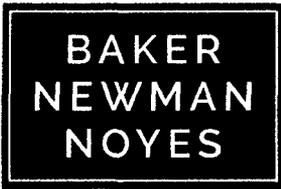
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2015 and 2014

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2015 and 2014, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

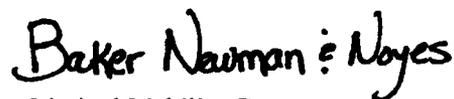
Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

As discussed in note 1, effective August 31, 2015, Easter Seals NH transferred its sole member interest in Easter Seals New York, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals New York, Inc. at August 31, 2015, while the results of operations of Easter Seals New York, Inc. are included for the year then ended.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Manchester, New Hampshire
December 10, 2015


Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| <u>ASSETS</u> | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 5,615,095 | \$ 2,757,134 |
| Accounts receivable from affiliates | 98,710 | 341,653 |
| Program and other accounts receivable, less contractual allowance of \$1,896,800 in 2015 and \$218,900 in 2014, and allowance for doubtful accounts of \$936,400 in 2015 and \$440,800 in 2014 | 7,114,280 | 10,122,747 |
| Contributions receivable, less allowance for doubtful accounts of \$26,500 in 2015 and \$45,400 in 2014 | 605,256 | 705,374 |
| Current portion of assets limited as to use | 315,065 | 300,046 |
| Prepaid expenses and other current assets | <u>1,214,353</u> | <u>678,326</u> |
| Total current assets | 14,962,759 | 14,905,280 |
| Assets limited as to use, net of current portion | 1,009,131 | 986,277 |
| Fixed assets, net | 22,946,025 | 25,094,383 |
| Property held for sale | 1,081,662 | 1,289,894 |
| Bond issuance costs, net | 59,145 | 235,113 |
| Investments, at fair value | 12,255,793 | 13,833,046 |
| Beneficial interest in trusts held by others and other assets | <u>356,459</u> | <u>1,550,919</u> |
| | <u>\$52,670,974</u> | <u>\$57,894,912</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| Current liabilities: | | |
| Lines of credit | \$ 262,356 | \$ 2,197,904 |
| Accounts payable | 1,879,211 | 1,907,743 |
| Accrued expenses | 4,162,793 | 4,251,482 |
| Current portion of deferred revenue | 1,131,777 | 858,258 |
| Current portion of capital lease obligation | 58,886 | - |
| Current portion of interest rate swap agreements | 442,045 | 615,570 |
| Current portion of long-term debt | <u>745,011</u> | <u>4,228,339</u> |
| Total current liabilities | 8,682,079 | 14,059,296 |
| Deferred revenue, net of current portion | 971,667 | 999,167 |
| Other liabilities | 1,010,108 | 987,185 |
| Capital lease obligation, net of current portion | 81,612 | - |
| Interest rate swap agreements, less current portion | 2,377,922 | 2,714,243 |
| Long-term debt, less current portion | <u>19,363,038</u> | <u>18,976,300</u> |
| Total liabilities | 32,486,426 | 37,736,191 |
| Net assets: | | |
| Unrestricted | 14,685,373 | 14,189,337 |
| Temporarily restricted | 1,024,433 | 944,862 |
| Permanently restricted | <u>4,474,742</u> | <u>5,024,522</u> |
| Total net assets | <u>20,184,548</u> | <u>20,158,721</u> |
| | <u>\$52,670,974</u> | <u>\$57,894,912</u> |

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2015

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---|---------------------------|-----------------------------------|-----------------------------------|---------------------------|
| Public support and revenue: | | | | |
| Public support: | | | | |
| Contributions | \$ 612,565 | \$ 853,731 | \$ 14,300 | \$ 1,480,596 |
| Special events, net of related direct costs of \$1,047,735 | 67,806 | 1,415,710 | - | 1,483,516 |
| Annual campaigns, net of related direct costs of \$104,418 | 399,236 | 32,906 | - | 432,142 |
| Bequests | 492,019 | - | - | 492,019 |
| Net assets released from restrictions | <u>1,998,486</u> | <u>(1,998,486)</u> | <u>-</u> | <u>-</u> |
| Total public support | 3,570,112 | 303,861 | 14,300 | 3,888,273 |
| Revenue: | | | | |
| Fees and grants from governmental agencies | 71,965,474 | - | - | 71,965,474 |
| Other fees and grants | 24,111,552 | - | - | 24,111,552 |
| Sales to public | 4,375,698 | - | - | 4,375,698 |
| Dividend and interest income | 391,263 | 11,569 | - | 402,832 |
| Rental income | 33,929 | - | - | 33,929 |
| Other | <u>124,778</u> | <u>-</u> | <u>-</u> | <u>124,778</u> |
| Total revenue | <u>101,002,694</u> | <u>11,569</u> | <u>-</u> | <u>101,014,263</u> |
| Total public support and revenue | 104,572,806 | 315,430 | 14,300 | 104,902,536 |
| Operating expenses: | | | | |
| Program services: | | | | |
| Public health education | 410,886 | - | - | 410,886 |
| Professional education | 17,435 | - | - | 17,435 |
| Direct services | <u>91,613,311</u> | <u>-</u> | <u>-</u> | <u>91,613,311</u> |
| Total program services | 92,041,632 | - | - | 92,041,632 |
| Supporting services: | | | | |
| Management and general | 9,785,646 | - | - | 9,785,646 |
| Fundraising | <u>1,808,377</u> | <u>-</u> | <u>-</u> | <u>1,808,377</u> |
| Total supporting services | <u>11,594,023</u> | <u>-</u> | <u>-</u> | <u>11,594,023</u> |
| Total functional expenses | 103,635,655 | - | - | 103,635,655 |
| Support of National programs | <u>119,969</u> | <u>-</u> | <u>-</u> | <u>119,969</u> |
| Total operating expenses | <u>103,755,624</u> | <u>-</u> | <u>-</u> | <u>103,755,624</u> |
| Increase in net assets from operations | 817,182 | 315,430 | 14,300 | 1,146,912 |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2015

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---|----------------------|-----------------------------------|-----------------------------------|----------------------|
| Other nonoperating expenses, gains and losses: | | | | |
| Change in fair value of interest rate swaps | \$ (227,568) | \$ - | \$ - | \$ (227,568) |
| Net unrealized and realized losses on investments | (407,029) | (223) | - | (407,252) |
| Decrease in fair value of beneficial interest in trusts held by others | - | - | (62,423) | (62,423) |
| Loss on sales and disposals of property, plant and equipment | (10,248) | - | - | (10,248) |
| Other nonoperating losses | <u>(128,854)</u> | <u>-</u> | <u>-</u> | <u>(128,854)</u> |
| | <u>(773,699)</u> | <u>(223)</u> | <u>(62,423)</u> | <u>(836,345)</u> |
| Increase (decrease) in net assets before effects of discontinued operations | 43,483 | 315,207 | (48,123) | 310,567 |
| (Loss) gain from discontinued operations – see note 13 | <u>(204,672)</u> | <u>588</u> | <u>-</u> | <u>(204,084)</u> |
| (Decrease) increase in net assets before effects of deconsolidation of affiliate | (161,189) | 315,795 | (48,123) | 106,483 |
| Deconsolidation of affiliate – see note 12 | <u>657,225</u> | <u>(236,224)</u> | <u>(501,657)</u> | <u>(80,656)</u> |
| Total increase (decrease) in net assets | 496,036 | 79,571 | (549,780) | 25,827 |
| Net assets at beginning of year | <u>14,189,337</u> | <u>944,862</u> | <u>5,024,522</u> | <u>20,158,721</u> |
| Net assets at end of year | <u>\$ 14,685,373</u> | <u>\$ 1,024,433</u> | <u>\$ 4,474,742</u> | <u>\$ 20,184,548</u> |

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|---------------------|-----------------------------------|-----------------------------------|--------------------|
| Public support and revenue: | | | | |
| Public support: | | | | |
| Contributions | \$ 744,262 | \$ 542,179 | \$ 13,813 | \$ 1,300,254 |
| Special events, net of related direct costs of \$819,901 | 1,059,080 | 756,895 | - | 1,815,975 |
| Annual campaigns, net of related direct costs of \$67,889 | 468,261 | 33,589 | - | 501,850 |
| Bequests | 448,558 | - | - | 448,558 |
| Net assets released from restrictions | <u>1,356,595</u> | <u>(1,356,595)</u> | <u>-</u> | <u>-</u> |
| Total public support | 4,076,756 | (23,932) | 13,813 | 4,066,637 |
| Revenue: | | | | |
| Fees and grants from governmental agencies | 67,725,297 | - | - | 67,725,297 |
| Other fees and grants | 25,094,296 | - | - | 25,094,296 |
| Sales to public | 4,270,196 | - | - | 4,270,196 |
| Dividend and interest income | 742,337 | 3,613 | - | 745,950 |
| Rental income | 65,204 | - | - | 65,204 |
| Other | <u>459,188</u> | <u>-</u> | <u>-</u> | <u>459,188</u> |
| Total revenue | <u>98,356,518</u> | <u>3,613</u> | <u>-</u> | <u>98,360,131</u> |
| Total public support and revenue | 102,433,274 | (20,319) | 13,813 | 102,426,768 |
| Operating expenses: | | | | |
| Program services: | | | | |
| Public health education | 515,992 | - | - | 515,992 |
| Professional education | 29,065 | - | - | 29,065 |
| Direct services | <u>89,987,134</u> | <u>-</u> | <u>-</u> | <u>89,987,134</u> |
| Total program services | 90,532,191 | - | - | 90,532,191 |
| Supporting services: | | | | |
| Management and general | 9,419,570 | - | - | 9,419,570 |
| Fundraising | <u>2,006,939</u> | <u>-</u> | <u>-</u> | <u>2,006,939</u> |
| Total supporting services | <u>11,426,509</u> | <u>-</u> | <u>-</u> | <u>11,426,509</u> |
| Total functional expenses | 101,958,700 | - | - | 101,958,700 |
| Support of National programs | <u>122,586</u> | <u>-</u> | <u>-</u> | <u>122,586</u> |
| Total operating expenses | <u>102,081,286</u> | <u>-</u> | <u>-</u> | <u>102,081,286</u> |
| Increase (decrease) in net assets from operations | 351,988 | (20,319) | 13,813 | 345,482 |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2014

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---|--------------------------|-----------------------------------|-----------------------------------|--------------------------|
| Other nonoperating expenses, gains and losses: | | | | |
| Change in fair value of interest rate swaps | \$ (594,854) | \$ - | \$ - | \$ (594,854) |
| Net unrealized and realized gains on investments | 1,496,964 | 37,986 | - | 1,534,950 |
| Increase in fair value of beneficial interest in trusts held by others | - | - | 574,970 | 574,970 |
| Gain on sales and disposals of property, plant and equipment | 14,352 | - | - | 14,352 |
| Other nonoperating losses | <u>(249,092)</u> | <u>-</u> | <u>-</u> | <u>(249,092)</u> |
| | <u>667,370</u> | <u>37,986</u> | <u>574,970</u> | <u>1,280,326</u> |
| Increase in net assets before effects of discontinued operations | 1,019,358 | 17,667 | 588,783 | 1,625,808 |
| (Loss) gain from discontinued operations – see note 13 | <u>(1,476,117)</u> | <u>1,958</u> | <u>-</u> | <u>(1,474,159)</u> |
| (Decrease) increase in net assets before effects of deconsolidation of affiliate | (456,759) | 19,625 | 588,783 | 151,649 |
| Deconsolidation of affiliate – see note 12 | <u>(121,612)</u> | <u>(200)</u> | <u>(5,719,267)</u> | <u>(5,841,079)</u> |
| Total (decrease) increase in net assets | (578,371) | 19,425 | (5,130,484) | (5,689,430) |
| Net assets at beginning of year | <u>14,767,708</u> | <u>925,437</u> | <u>10,155,006</u> | <u>25,848,151</u> |
| Net assets at end of year | <u>\$ 14,189,337</u> | <u>\$ 944,862</u> | <u>\$ 5,024,522</u> | <u>\$ 20,158,721</u> |

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

| | Program Services ⁽¹⁾ | | | | Supporting Services ⁽¹⁾ | | | Total Program ⁽¹⁾ and Supporting Services Expenses | |
|---|---------------------------------|--------------------------------|---------------------|---------------------|------------------------------------|--------------------|---------------------|---|-----------------------|
| | Public Health Education | Profes- sional Education | Direct Services | Total | Manage- ment and General | Fund- Raising | Total | 2015 | 2014 |
| Salaries and related expenses | \$266,566 | \$ — | \$69,238,797 | \$69,505,363 | \$6,748,845 | \$1,383,953 | \$ 8,132,798 | \$ 77,638,161 | \$ 76,853,418 |
| Professional fees | 44,355 | — | 8,014,027 | 8,058,382 | 1,712,094 | 143,867 | 1,855,961 | 9,914,343 | 9,507,742 |
| Supplies | 5,523 | — | 2,781,733 | 2,787,256 | 70,514 | 62,361 | 132,875 | 2,920,131 | 2,678,244 |
| Telephone | 2,281 | — | 566,186 | 568,467 | 230,608 | 12,182 | 242,790 | 811,257 | 867,273 |
| Postage and shipping | 4,403 | — | 50,702 | 55,105 | 32,136 | 7,518 | 39,654 | 94,759 | 113,004 |
| Occupancy | 13,086 | — | 3,803,408 | 3,816,494 | 319,989 | 107,174 | 427,163 | 4,243,657 | 4,080,405 |
| Outside printing, artwork and media | 29,816 | — | 33,277 | 63,093 | 6,881 | 24,478 | 31,359 | 94,452 | 127,027 |
| Travel | 4,503 | — | 2,413,578 | 2,418,081 | 56,187 | 18,676 | 74,863 | 2,492,944 | 2,594,923 |
| Conventions and meetings | 28,768 | 17,435 | 232,396 | 278,599 | 58,465 | 35,804 | 94,269 | 372,868 | 370,574 |
| Specific assistance to individuals | 30 | — | 1,259,253 | 1,259,283 | 11,748 | 119 | 11,867 | 1,271,150 | 1,245,460 |
| Dues and subscriptions | 527 | — | 20,071 | 20,598 | 14,455 | 3,526 | 17,981 | 38,579 | 40,839 |
| Minor equipment purchases and equipment rental | 205 | — | 129,087 | 129,292 | 113,830 | 1,224 | 115,054 | 244,346 | 369,656 |
| Ads, fees and miscellaneous | 10,290 | — | 102,593 | 112,883 | 15,093 | 4,464 | 19,557 | 132,440 | 43,776 |
| Interest | — | — | 1,013,647 | 1,013,647 | 249,464 | — | 249,464 | 1,263,111 | 1,176,216 |
| Facility tax assessment | — | — | 226,703 | 226,703 | — | — | — | 226,703 | 182,791 |
| Depreciation and amortization | 533 | — | 1,727,853 | 1,728,386 | 145,337 | 3,031 | 148,368 | 1,876,754 | 1,707,352 |
| | <u>\$410,886</u> | <u>\$17,435</u> | <u>\$91,613,311</u> | <u>\$92,041,632</u> | <u>\$9,785,646</u> | <u>\$1,808,377</u> | <u>\$11,594,023</u> | <u>\$ 103,635,655</u> | <u>\$ 101,958,700</u> |
| | 0.39% | 0.02% | 88.40% | 88.81% | 9.44% | 1.75% | 11.19% | 100.00% | 100.00% |

⁽¹⁾ Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

| | Program Services ⁽¹⁾ | | | | Supporting Services ⁽¹⁾ | | | Total Program ⁽¹⁾ and Supporting Services Expenses |
|---|---------------------------------|--------------------------------|---------------------|---------------------|------------------------------------|--------------------|---------------------|---|
| | Public Health Education | Profes- sional Education | Direct Services | Total | Manage- ment and General | Fund- Raising | Total | 2014 |
| Salaries and related expenses | \$377,333 | \$ — | \$68,675,876 | \$69,053,209 | \$6,215,011 | \$1,585,198 | \$ 7,800,209 | \$ 76,853,418 |
| Professional fees | 20,447 | — | 7,603,267 | 7,623,714 | 1,739,786 | 144,242 | 1,884,028 | 9,507,742 |
| Supplies | 5,348 | — | 2,573,547 | 2,578,895 | 70,007 | 29,342 | 99,349 | 2,678,244 |
| Telephone | 2,103 | — | 546,513 | 548,616 | 306,174 | 12,483 | 318,657 | 867,273 |
| Postage and shipping | 5,776 | — | 60,188 | 65,964 | 37,433 | 9,607 | 47,040 | 113,004 |
| Occupancy | 13,740 | — | 3,567,064 | 3,580,804 | 382,641 | 116,960 | 499,601 | 4,080,405 |
| Outside printing, artwork and media | 44,572 | — | 45,428 | 90,000 | 6,951 | 30,076 | 37,027 | 127,027 |
| Travel | 5,695 | — | 2,515,521 | 2,521,216 | 47,958 | 25,749 | 73,707 | 2,594,923 |
| Conventions and meetings | 36,240 | 29,065 | 208,482 | 273,787 | 57,207 | 39,580 | 96,787 | 370,574 |
| Specific assistance to individuals | (1) | — | 1,232,641 | 1,232,640 | 12,820 | — | 12,820 | 1,245,460 |
| Dues and subscriptions | — | — | 23,206 | 23,206 | 14,917 | 2,716 | 17,633 | 40,839 |
| Minor equipment purchases and equipment rental | 537 | — | 256,918 | 257,455 | 106,538 | 5,663 | 112,201 | 369,656 |
| Ads, fees and miscellaneous | 4,075 | — | 30,638 | 34,713 | 5,316 | 3,747 | 9,063 | 43,776 |
| Interest | — | — | 934,985 | 934,985 | 241,231 | — | 241,231 | 1,176,216 |
| Facility tax assessment | — | — | 182,791 | 182,791 | — | — | — | 182,791 |
| Depreciation and amortization | 127 | — | 1,530,069 | 1,530,196 | 175,580 | 1,576 | 177,156 | 1,707,352 |
| | <u>\$515,992</u> | <u>\$29,065</u> | <u>\$89,987,134</u> | <u>\$90,532,191</u> | <u>\$9,419,570</u> | <u>\$2,006,939</u> | <u>\$11,426,509</u> | <u>\$ 101,958,700</u> |
| | 0.51% | 0.03% | 88.26% | 88.80% | 9.24% | 1.96% | 11.20% | 100.00% |

⁽¹⁾ Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Cash flows from operating activities: | | |
| Increase (decrease) in net assets | \$ 25,827 | \$ (5,689,430) |
| Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | 1,880,579 | 1,771,703 |
| Bad debt provision (benefit) | 1,350,516 | (265,007) |
| Decrease (increase) in fair value of beneficial interest in trusts held by others | 62,423 | (574,970) |
| Net loss on sales and disposals of property, plant and equipment and property held for sale and impairment losses | 62,958 | 125,346 |
| Change in fair value of interest rate swaps | 227,568 | 594,855 |
| Net unrealized and realized losses (gains) on investments | 407,252 | (1,534,950) |
| Deconsolidation of affiliates – see note 12 | 80,656 | 5,841,079 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable from affiliates | (84,823) | (94,182) |
| Program and other accounts receivable | (1,096,689) | 1,348,396 |
| Contributions receivable | (109,179) | (20,090) |
| Prepaid expenses and other current assets | (739,716) | 102,454 |
| Other assets | 597,247 | 81,516 |
| Accounts payable and accrued expenses | 1,862,708 | 304,390 |
| Deferred revenue | 741,405 | (61,478) |
| Other liabilities | <u>22,923</u> | <u>(380,273)</u> |
| Net cash provided by operating activities | 5,291,655 | 1,549,359 |
| Cash flows from investing activities: | | |
| Purchases of property, plant and equipment | (7,095,514) | (1,244,361) |
| Proceeds from sale of property, plant and equipment and property held for sale | 218,514 | 15,225 |
| Cash provided for deconsolidation of affiliate | (812,975) | (21,440) |
| Decrease in investments, net | 463,159 | 1,709,413 |
| Change in assets limited as to use | <u>(37,873)</u> | <u>265,625</u> |
| Net cash (used) provided by investing activities | (7,264,689) | 724,462 |
| Cash flows from financing activities: | | |
| Repayment of long-term debt | (971,570) | (825,393) |
| Issuance of long-term debt | 4,636,600 | 280,575 |
| Repayments on lines of credit | (26,490,368) | (53,526,692) |
| Borrowings on lines of credit | <u>27,656,333</u> | <u>51,512,202</u> |
| Net cash provided (used) by financing activities | <u>4,830,995</u> | <u>(2,559,308)</u> |
| Increase (decrease) in cash and cash equivalents | 2,857,961 | (285,487) |
| Cash and cash equivalents, beginning of year | <u>2,757,134</u> | <u>3,042,621</u> |
| Cash and cash equivalents, end of year | <u>\$ 5,615,095</u> | <u>\$ 2,757,134</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Supplemental disclosure of cash flow information: | | |
| Interest paid | \$ <u>1,301,000</u> | \$ <u>1,201,000</u> |

In 2015, Easter Seals NH acquired fixed assets under capital leases totaling \$259,604.

In 2015 and 2014, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals New York, Inc. and Easter Seals Connecticut, Inc., respectively, to unrelated parties (see note 12). During 2014, Easter Seals New Hampshire, Inc. transferred property with a net carrying value of \$607,088 from fixed assets to property held for sale.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Additionally, on July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12. The accompanying consolidated statements of activities include the results of operations of Easter Seals NY and Easter Seals CT through the date Easter Seals NH's sole member interest was transferred.

On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, New York (prior to deconsolidation), Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut (prior to deconsolidation).

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately \$2,811,000 and \$2,483,000, respectively, of cash and cash equivalents, and approximately \$1,322,000 and \$2,512,000, respectively, of investments were on-hand under this practice as of August 31, 2015 and 2014, respectively.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on property held for sale of \$139,698 in 2014, which is recorded in other nonoperating losses. No impairment losses were recognized in 2015.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2015 and 2014 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

| | |
|------------|------------------|
| 2016 | \$ 33,130 |
| 2017 | 33,130 |
| 2018 | 33,130 |
| 2019 | 33,130 |
| 2020 | 33,130 |
| Thereafter | <u>33,132</u> |
| | <u>\$198,782</u> |

Amortization expense recognized for the patient list in 2015 and 2014 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2015 and 2014.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2015 and 2014 was \$9,638.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$17,000 in 2015 and \$8,000 in 2014 due to favorable rate adjustments approved by the State of New York.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2015 and 2014. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2015 and 2014, the facility tax assessment due by Easter Seals NY was approximately \$95,000 and \$136,000, respectively. See also Note 12 regarding the deconsolidation of Easter Seals NY on August 31, 2015.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision (benefit) in 2015 and 2014 totaled \$1,350,516 and \$(265,007), respectively. The increase in bad debt provision in 2015 is attributed to greater volume in certain payor classes at Manchester Alcoholism Rehabilitation Center. Contractual allowances for program and other accounts receivable at August 31, 2015 and 2014 were \$1,896,800 and \$218,900, respectively. The increase in contractual allowances in 2015 was due to a higher volume of services provided at Manchester Alcoholism Rehabilitation Center being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,262,000 and \$6,802,000 for the years ended August 31, 2015 and 2014, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the “more-likely-than-not” threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2012.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2015 and 2014, Easter Seals NH had recognized a liability of \$2,819,967 and \$3,329,813, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized decreases in net assets of \$227,568 and \$594,854, respectively, for the years ended August 31, 2015 and 2014 in the accompanying consolidated statements of activity and changes in net assets.

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for Easter Seals NH's fiscal year ending August 31, 2017, with early adoption permitted. The management of Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2015-03 on Easter Seals NH's consolidated financial statements.

In April 2014, the FASB issued ASU 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360)*. The amendments change the criteria for reporting discontinued operations, while enhancing disclosures in this area. Those amendments also address sources of confusion and inconsistent application related to financial reporting of discontinued operations guidance in accounting principles generally accepted in the United States. Under the new guidance, only disposals representing a strategic shift in operations are presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. Examples include a disposal of a major geographic area, a major line of business, or a major equity method investment. In addition, the new guidance requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. The guidance of the ASU will be effective for Easter Seals NH's fiscal year ending August 31, 2016. The management of Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2014-08 on Easter Seals NH's consolidated financial statements.

Reclassifications

Certain 2014 amounts have been reclassified to permit comparison with the 2015 consolidated financial statements presentation format.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 10, 2015, the date these consolidated financial statements were available to be issued.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act (UPMIFA)*, net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2015 and 2014 are as follows:

| | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|----------------------------|-----------------------------------|-----------------------------------|--------------------|
| <u>2015</u> | | | |
| Camping program | \$ 2,464 | \$ 364,869 | \$ 367,333 |
| Other programs | 11,088 | 367,319 | 378,407 |
| Operations | — | <u>3,613,207</u> | <u>3,613,207</u> |
| Total endowment net assets | <u>\$13,552</u> | <u>\$4,345,395</u> | <u>\$4,358,947</u> |
| <u>2014</u> | | | |
| Camping program | \$ 3,072 | \$ 364,869 | \$ 367,941 |
| Other programs | 33,332 | 353,019 | 386,351 |
| Operations | — | <u>3,613,207</u> | <u>3,613,207</u> |
| Total endowment net assets | <u>\$36,404</u> | <u>\$4,331,095</u> | <u>\$4,367,499</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets (Continued)

Changes in Endowment Net Assets

During the years ended August 31, 2015 and 2014, Easter Seals NH had the following endowment-related activities:

| | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|-----------------------------------|-----------------------------------|--------------------|
| Net endowment assets, August 31, 2013 | \$ 20,831 | \$4,317,279 | \$4,338,110 |
| Investment return: | | | |
| Investment income, net of fees | 22,617 | - | 22,617 |
| Net appreciation (realized and unrealized) | 970,963 | - | 970,963 |
| Contributions | - | 13,816 | 13,816 |
| Appropriated for expenditure | <u>(978,007)</u> | <u>-</u> | <u>(978,007)</u> |
| Net endowment assets, August 31, 2014 | 36,404 | 4,331,095 | 4,367,499 |
| Investment return: | | | |
| Investment income, net of fees | 35,554 | - | 35,554 |
| Net appreciation (realized and unrealized) | 639,357 | - | 639,357 |
| Contributions | - | 14,300 | 14,300 |
| Appropriated for expenditure | <u>(697,763)</u> | <u>-</u> | <u>(697,763)</u> |
| Net endowment assets, August 31, 2015 | <u>\$ 13,552</u> | <u>\$4,345,395</u> | <u>\$4,358,947</u> |

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2015 and 2014 are as follows:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted (See Note 11)</u> | <u>Total Non- Endowment Net Assets</u> |
|--------------------------------|---------------------|-----------------------------------|---|--|
| <u>2015</u> | | | | |
| Seniors program | \$ 158,256 | \$ 6,107 | \$ - | \$ 164,363 |
| Veterans program | 132,433 | 760,869 | - | 893,302 |
| Other programs | - | 210,980 | - | 210,980 |
| Operations | <u>14,394,684</u> | <u>32,925</u> | <u>129,347</u> | <u>14,556,956</u> |
| Total non-endowment net assets | <u>\$14,685,373</u> | <u>\$1,010,881</u> | <u>\$129,347</u> | <u>\$15,825,601</u> |
| <u>2014</u> | | | | |
| Seniors program | \$ - | \$ 23,866 | \$ - | \$ 23,866 |
| Veterans program | 263,880 | 9,702 | - | 273,582 |
| India initiative | 104,600 | 668,198 | - | 772,798 |
| Other programs | - | 174,192 | - | 174,192 |
| Operations | <u>13,820,857</u> | <u>32,500</u> | <u>693,427</u> | <u>14,546,784</u> |
| Total non-endowment net assets | <u>\$14,189,337</u> | <u>\$ 908,458</u> | <u>\$693,427</u> | <u>\$15,791,222</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets (Continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2015 or 2014.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$2,104,000 and \$2,420,000 for the years ended August 31, 2015 and 2014, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2015, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

| | |
|------|-----------|
| 2016 | \$863,060 |
| 2017 | 536,361 |
| 2018 | 277,729 |
| 2019 | 106,124 |
| 2020 | 21,237 |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

4. Leases (Continued)

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expired in February 2014. Total rental income earned under this sublease agreement for the year ended August 31, 2014 was approximately \$65,000.

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Rent expense under this agreement for the year ended August 31, 2015 was \$38,321. The carrying value of assets recorded under the capital lease totaled \$134,095, net of accumulated amortization of \$44,724, at August 31, 2015. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying 2015 consolidated statement of functional expenses. Interest expense recognized on the capital lease in 2015 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2015 are as follows:

| | |
|------|----------|
| 2016 | \$58,886 |
| 2017 | 60,617 |
| 2018 | 20,995 |

5. Fixed Assets

Fixed assets consist of the following at August 31:

| | <u>2015</u> | <u>2014</u> |
|--|----------------------|----------------------|
| Buildings | \$ 25,247,764 | \$ 27,225,674 |
| Land and land improvements | 2,897,690 | 2,696,051 |
| Leasehold improvements | 140,663 | 997,631 |
| Office equipment and furniture | 8,416,695 | 9,679,631 |
| Vehicles | 2,936,154 | 3,250,383 |
| Construction in progress | <u>66,541</u> | <u>296,043</u> |
| | 39,705,507 | 44,145,413 |
| Less accumulated depreciation and amortization | <u>(16,759,482)</u> | <u>(19,051,030)</u> |
| | <u>\$ 22,946,025</u> | <u>\$ 25,094,383</u> |

Depreciation and amortization expense related to fixed assets totaled \$1,837,811 and \$1,728,935 in 2015 and 2014, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2015 and 2014 totaled \$3,825 and \$64,351, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2015 and 2014.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

6. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

| | <u>2015</u> | <u>2014</u> |
|----------------------------------|---------------------|---------------------|
| Cash and cash equivalents | \$ 452,024 | \$ 523,616 |
| Marketable equity securities | 1,552,683 | 1,883,153 |
| Mutual funds | 10,636,952 | 11,634,793 |
| Corporate and foreign bonds | 620,550 | 711,063 |
| Government and agency securities | <u>317,780</u> | <u>366,744</u> |
| | 13,579,989 | 15,119,369 |
| Less: assets limited as to use | <u>(1,324,196)</u> | <u>(1,286,323)</u> |
| Total investments, at fair value | <u>\$12,255,793</u> | <u>\$13,833,046</u> |

The composition of assets limited as to use at August 31, 2015 and 2014 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

| | <u>2015</u> | <u>2014</u> |
|---|--------------------|--------------------|
| Under a deferred compensation plan (see note 7): | | |
| Investments | \$ 1,009,131 | \$ 986,277 |
| Maintained in escrow to make required payments on certain bonds (see note 8): | | |
| Cash and cash equivalents | <u>315,065</u> | <u>300,046</u> |
| Total assets limited as to use | <u>\$1,324,196</u> | <u>\$1,286,323</u> |

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|---------------------|
| Unrestricted investment income and unrealized and realized gains (losses) on investments: | | |
| Dividend and interest income | \$ 391,263 | \$ 742,337 |
| Net unrealized (losses) gains | (686,996) | 668,363 |
| Net realized gains | <u>279,967</u> | <u>828,601</u> |
| | (15,766) | 2,239,301 |
| Restricted investment income and unrealized and realized gains (losses) on investments: | | |
| Dividend and interest income | 11,569 | 3,613 |
| Net unrealized (losses) gains | (28,827) | 20,109 |
| Net realized gains | <u>28,604</u> | <u>17,877</u> |
| | <u>11,346</u> | <u>41,599</u> |
| | <u>\$ (4,420)</u> | <u>\$ 2,280,900</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$546,000 and \$673,000 for the years ended August 31, 2015 and 2014, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$85,000 and \$128,000 to this plan during the years ended August 31, 2015 and 2014, respectively. The assets and liabilities associated with this plan were \$1,009,131 and \$986,277 at August 31, 2015 and 2014, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

| | <u>2015</u> | <u>2014</u> |
|---|--------------|--------------|
| Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.03% at August 31, 2015) through December 2034, annual principal payments continually increasing from \$420,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below) | \$13,875,000 | \$14,275,000 |
| Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, monthly principal and interest payments ranging from \$10,650 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (see deconsolidation of affiliate – note 12) | – | 4,929,360 |
| Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.27% at August 31, 2015), interest only payments through June 2015, after which monthly principal and interest payments are required through the maturity in June 2018, secured by an interest in certain property with a net book value of \$3,799,172 at August 31, 2015 | 3,377,160 | 3,482,580 |
| Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016 | 80,847 | 197,002 |
| Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, paid in full in August 2015 | – | 37,353 |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$144 to \$2,923 payable monthly through dates ranging from September 2018 through March 2020, secured by vehicles with a net book value of \$346,760 at August 31, 2015 | \$ 315,440 | \$ 283,344 |
| Mortgage note payable to a bank with a fixed rate of 4.25%. Principal and interest of \$12,200 payable monthly, due February 2030, secured by an interest in certain property with a net book value of \$3,304,776 at August 31, 2015 | <u>2,459,602</u> | <u>—</u> |
| | 20,108,049 | 23,204,639 |
| Less current portion | <u>745,011</u> | <u>4,228,339</u> |
| | <u>\$19,363,038</u> | <u>\$18,976,300</u> |

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

| | |
|------------|---------------------|
| 2016 | \$ 745,011 |
| 2017 | 693,186 |
| 2018 | 3,749,484 |
| 2019 | 572,502 |
| 2020 | 566,120 |
| Thereafter | <u>13,781,746</u> |
| | <u>\$20,108,049</u> |

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are seven notes payable totaling \$182,756 and \$283,344 at August 31, 2015 and 2014, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are ten notes payable totaling \$132,684 at August 31, 2015 that originated under this agreement. Availability under this agreement at August 31, 2015 is \$367,316.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY, through its deconsolidation on August 31, 2015, and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank through September 1, 2015, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in October 2014: Easter Seals NH \$3.225 million, Easter Seals NY \$3.5 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.45% at August 31, 2015). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2015 and 2014 were \$262,356, for both years, related to Harbor Schools, and \$1,935,548 at August 31, 2014 related to Easter Seals NY (see deconsolidation of affiliate – note 12). All outstanding balances were paid off on September 1, 2015, (subsequent to year end), and this line of credit was replaced with that described below.

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.45% at August 31, 2015). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Agency Realty, Inc., Easter Seals VT, and Manchester Alcoholism Rehabilitation Center. As a result of the deconsolidation of Easter Seals NY discussed in note 12, Easter Seals NY has been removed as borrower and guarantor under this revolving line of credit. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There was no outstanding balance at August 31, 2015.

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$315,065 and \$300,046 at August 31, 2015 and 2014, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,046,062 each (expiring and subject to renewal on March 15, 2016, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,046,062 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$181,000 and \$183,000 in 2015 and 2014, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036. See deconsolidation of affiliate – note 12.

Mortgage Notes Payable

On December 5, 2014, Easter Seals NY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The interest rate charged on the outstanding borrowings is fixed at 3.66% for the first 60 months. Thereafter, as of the first day of the sixty first (61st) month, the interest rate will re-set to 1.75% per annum in excess of the five-year bank cost of funds rate as of the re-set date. Monthly principal and interest payments are \$9,153, and all remaining outstanding principal and interest is due on January 2025. The note is secured by the property. Additionally, this note was guaranteed by Easter Seals NH through August 31, 2015 when the guarantee was terminated (see deconsolidation of affiliate – note 12).

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The interest rate charged is fixed at 4.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Note Payable

On September 15, 2014, Easter Seals NY entered into a \$63,045 note payable to finance the purchase of equipment. The interest rate charged on the outstanding borrowings is fixed at 3.15%. Monthly principal and interest payments of \$1,841 commenced November 2014, and all remaining outstanding principal and interest is due in October 2017. The note is secured by the equipment financed (see deconsolidation of affiliate – note 12).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. **Borrowings (Continued)**

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$13,875,000 and \$14,275,000 at August 31, 2015 and 2014, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.03% at August 31, 2015).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 at August 31, 2014 which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR) (see deconsolidation of affiliate – note 12).

Excluding interest rate swap agreements of Easter Seals NY for 2015, the fair value of the above interest rate swap agreements totaled \$2,819,967 and \$3,329,813 at August 31, 2015 and 2014, respectively, \$442,045 and \$615,570 of which was current at August 31, 2015 and 2014, respectively. During the years ended August 31, 2015 and 2014 net payments required by the agreements, including Easter Seals NY, totaled \$618,445 and \$674,448, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2015, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

9. **Donated Services**

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

10. Related Party Transactions

Approximately 12% and 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for the years ended August 31, 2015 and 2014, respectively. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014, Easter Seals NY had a receivable of \$334,352 from Easter Seals, Inc. related to amounts due under this grant. Membership fees to Easter Seals, Inc. were \$119,969 and \$122,586 for the years ended August 31, 2015 and 2014, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

Easter Seals NH has an amount due from Easter Seals NY of \$98,710 at August 31, 2015, which is expected to be received in 2016 (see also note 12). Easter Seals NH also had an amount due from Easter Seals CT of \$7,301 at August 31, 2014, which was received in 2015 (see also note 12).

11. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2015 and 2014.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreements

The fair value for the interest rate swap liabilities is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

At August 31, 2015 and 2014, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|---|---------------------|------------------|--------------------|---------------------|
| <u>2015</u> | | | | |
| Assets: | | | | |
| Assets limited as to use and investments at fair value: | | | | |
| Cash and cash equivalents | \$ 452,024 | \$ — | \$ — | \$ 452,024 |
| Marketable equity securities: | | | | |
| Large-cap | 957,876 | — | — | 957,876 |
| International | 594,807 | — | — | 594,807 |
| Mutual funds, open-ended: | | | | |
| Short-term fixed income | 2,736,504 | — | — | 2,736,504 |
| Intermediate-term bond fund | 972,183 | — | — | 972,183 |
| High yield bond fund | 243,935 | — | — | 243,935 |
| Foreign bond | 14,089 | — | — | 14,089 |
| Government securities | 746,217 | — | — | 746,217 |
| International equities | 786,193 | — | — | 786,193 |
| Domestic, large-cap | 1,095,893 | — | — | 1,095,893 |
| Domestic, mid-cap | 49,538 | — | — | 49,538 |
| Domestic, small-cap | 3,520 | — | — | 3,520 |
| Domestic, Multi Alt | 404,922 | — | — | 404,922 |
| Real estate fund | 125,629 | — | — | 125,629 |
| Mutual funds, closed-ended: | | | | |
| Domestic, large-cap | 2,470,333 | — | — | 2,470,333 |
| Domestic, mid-cap | 501,299 | — | — | 501,299 |
| Domestic, small-cap | 192,844 | — | — | 192,844 |
| International equity | 293,853 | — | — | 293,853 |
| Corporate and foreign bonds | — | 620,550 | — | 620,550 |
| Government and agency securities | — | 317,780 | — | 317,780 |
| | <u>\$12,641,659</u> | <u>\$938,330</u> | <u>\$ —</u> | <u>\$13,579,989</u> |
| Beneficial interest in trust held by others: | | | | |
| Money market funds | \$ 15,496 | \$ — | \$ — | \$ 15,496 |
| Marketable equity securities: | | | | |
| Large-cap | 93,067 | — | — | 93,067 |
| Mutual funds: | | | | |
| Domestic fixed income | — | 20,784 | — | 20,784 |
| | <u>\$ 108,563</u> | <u>\$ 20,784</u> | <u>\$ —</u> | <u>\$ 129,347</u> |
| Liabilities: | | | | |
| Interest rate swap agreements | <u>\$ —</u> | <u>\$ —</u> | <u>\$2,819,967</u> | <u>\$ 2,819,967</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|---|---------------------|--------------------|--------------------|---------------------|
| <u>2014</u> | | | | |
| Assets: | | | | |
| Assets limited as to use and investments at fair value: | | | | |
| Cash and cash equivalents | \$ 523,616 | \$ -- | \$ -- | \$ 523,616 |
| Marketable equity securities: | | | | |
| Large-cap | 1,238,248 | -- | -- | 1,238,248 |
| International | 644,905 | -- | -- | 644,905 |
| Mutual funds, open-ended: | | | | |
| Short-term fixed income | 3,562,348 | -- | -- | 3,562,348 |
| Intermediate-term bond fund | 824,376 | -- | -- | 824,376 |
| High yield bond fund | 264,363 | -- | -- | 264,363 |
| Foreign bond | 14,168 | -- | -- | 14,168 |
| Government securities | 752,030 | -- | -- | 752,030 |
| International equities | 784,490 | -- | -- | 784,490 |
| Domestic, large-cap | 1,500,128 | -- | -- | 1,500,128 |
| Domestic, mid-cap | 147,920 | -- | -- | 147,920 |
| Domestic, small-cap | 3,480 | -- | -- | 3,480 |
| Domestic, Multi Alt | 112,233 | -- | -- | 112,233 |
| Real estate fund | 128,303 | -- | -- | 128,303 |
| Mutual funds, closed-ended: | | | | |
| Domestic, large-cap | 2,510,846 | -- | -- | 2,510,846 |
| Domestic, mid-cap | 508,556 | -- | -- | 508,556 |
| Domestic, small-cap | 193,682 | -- | -- | 193,682 |
| International equity | 326,879 | -- | -- | 326,879 |
| Commodity | 991 | -- | -- | 991 |
| Corporate and foreign bonds | -- | 711,063 | -- | 711,063 |
| Government and agency securities | -- | 366,744 | -- | 366,744 |
| | <u>\$14,041,562</u> | <u>\$1,077,807</u> | <u>\$ --</u> | <u>\$15,119,369</u> |
| Beneficial interest in trust held by others: | | | | |
| Money market funds | \$ 16,172 | \$ -- | \$ -- | \$ 16,172 |
| Marketable equity securities: | | | | |
| Large-cap | 225,799 | 57,705 | -- | 283,504 |
| Small-cap | -- | 33,685 | -- | 33,685 |
| International | -- | 72,307 | -- | 72,307 |
| Emerging markets | 46,695 | -- | -- | 46,695 |
| Mutual funds: | | | | |
| Domestic fixed income | -- | 133,076 | -- | 133,076 |
| International fixed income | 30,821 | -- | -- | 30,821 |
| Commodity | 42,050 | -- | -- | 42,050 |
| Real estate investment trust | 35,117 | -- | -- | 35,117 |
| | <u>\$ 396,654</u> | <u>\$ 296,773</u> | <u>\$ --</u> | <u>\$ 693,427</u> |
| Liabilities: | | | | |
| Interest rate swap agreements | <u>\$ --</u> | <u>\$ --</u> | <u>\$3,329,813</u> | <u>\$ 3,329,813</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2015 and 2014:

| | <u>Interest Rate Swaps</u> |
|--|--------------------------------|
| Beginning balance, August 31, 2013 | \$(2,758,346) |
| Unrealized loss, net | (594,854) |
| Decrease due to deconsolidation of affiliate – see note 12 | <u>23,387</u> |
| Ending balance, August 31, 2014 | (3,329,813) |
| Unrealized loss, net | (227,568) |
| Decrease due to deconsolidation of affiliate – see note 12 | <u>737,414</u> |
| Ending balance, August 31, 2015 | <u>\$(2,819,967)</u> |

Excluding interest rate swaps held by deconsolidated affiliates (see note 12), the net amounts of unrealized losses for the period attributable to the change in unrealized losses relating to the interest rate swaps still held at August 31, 2015 and 2014 were \$227,568 and \$594,854, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

12. Deconsolidation of Related Entity

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals NY were transferred to Fedcap effective August 31, 2015. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals NY. Easter Seals NH recognized a decrease in net assets of \$80,656 as a result of the deconsolidation of Easter Seals NY. The accompanying 2015 consolidated financial statements include the operating results of Easter Seals NY for the period from September 1, 2014 through August 31, 2015.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of \$5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals NY for the years ended August 31, 2015 and 2014 and Easter Seals CT for the period ended July 31, 2014 are as follows:

| | <u>Easter Seals NY</u> <u>August 31, 2015</u> | <u>Easter Seals NY</u> <u>August 31, 2014</u> | <u>Easter Seals CT</u> <u>July 31, 2014</u> <u>(Unaudited)</u> |
|---|--|--|--|
| Assets: | | | |
| Cash and cash equivalents | \$ 812,975 | \$ 858,787 | \$ 21,440 |
| Program and other accounts receivable, net | 3,291,793 | 3,039,832 | 18,572 |
| Assets limited as to use | — | — | 3,548,526 |
| Investments, at fair value | 706,842 | 900,840 | 256,832 |
| Beneficial interests in trust held by others | 501,660 | 563,738 | 5,719,267 |
| Fixed assets, net | 7,592,335 | 5,361,330 | 1,879,966 |
| Other assets | <u>370,019</u> | <u>452,940</u> | <u>24,828</u> |
| Total assets | 13,275,624 | 11,177,467 | 11,469,431 |
| Liabilities: | | | |
| Line of credit | (3,101,513) | (1,935,548) | — |
| Accounts payable | (940,713) | (1,435,010) | — |
| Deferred revenue | (222,027) | (51,562) | (3,138,717) |
| Accrued expenses | (944,467) | (917,617) | — |
| Long-term debt | (6,802,401) | (4,966,713) | (2,365,500) |
| Interest rate swap agreement | (737,414) | (660,433) | — |
| Capital lease obligation | (78,325) | — | — |
| Other liabilities | <u>(368,108)</u> | <u>(239,506)</u> | <u>(124,135)</u> |
| Total liabilities | (13,194,968) | (10,206,389) | (5,628,352) |
| Net assets | \$ <u>80,656</u> | \$ <u>971,078</u> | \$ <u>5,841,079</u> |
| | <u>Year Ended</u> <u>August 31, 2015</u> | <u>Year Ended</u> <u>August 31, 2014</u> | <u>11-Month</u> <u>Period Ended</u> <u>July 31, 2014</u> <u>(Unaudited)</u> |
| Total public support and revenue | \$ 28,576,469 | \$ 29,130,350 | \$ 1,027,556 |
| Total operating expenses | (29,757,863) | (29,888,051) | (856,861) |
| Other nonoperating expenses, gains and losses, net | <u>(273,772)</u> | <u>(141,883)</u> | <u>778,724</u> |
| Increase (decrease) in net assets before discontinued operations | \$ <u>(1,455,166)</u> | \$ <u>(899,584)</u> | \$ <u>949,419</u> |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

12. Deconsolidation of Related Entity (Continued)

Losses from discontinued operations within Easter Seals NY for years ended August 31, 2015 and 2014 were \$63,854 and \$192,456, respectively. Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 were \$454,230. Total increase (decrease) in net assets for Easter Seals NY for the year ended August 31, 2015 includes the forgiveness of accounts payable and loan to affiliates of \$628,598.

13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2015 and 2014 are as follows:

| | <u>Harbor Schools</u> | | <u>New York</u> | |
|------------------------|-----------------------|-------------|-----------------|-------------|
| | <u>2015</u> | <u>2014</u> | <u>2015</u> | <u>2014</u> |
| Total assets | \$ 881,802 | \$878,144 | \$ 21,047 | \$ 32,929 |
| Total liabilities | 645,381 | 648,892 | 61,380 | 44,511 |
| Net assets (deficit): | | | | |
| Unrestricted | 187,136 | 180,556 | (40,033) | (11,582) |
| Temporarily restricted | 25,459 | 24,870 | - | - |
| Permanently restricted | 23,826 | 23,826 | - | - |

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

13. Discontinued Operations (Continued)

| | <u>Maine</u> | | <u>New Hampshire</u> | |
|-------------------|--------------|-------------|----------------------|-------------|
| | <u>2015</u> | <u>2014</u> | <u>2015</u> | <u>2014</u> |
| Total assets | \$ - | \$ 825 | \$256,980 | \$800,810 |
| Total liabilities | - | - | - | 31,783 |
| Net assets: | | | | |
| Unrestricted | - | 825 | 256,980 | 769,027 |

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2015 and 2014 are as follows:

| | <u>Harbor Schools</u> | | <u>New York</u> | |
|---|-----------------------|--------------------|--------------------|---------------------|
| | <u>2015</u> | <u>2014</u> | <u>2015</u> | <u>2014</u> |
| Total public support and revenue | \$ 50,578 | \$ 22,127 | \$ - | \$ - |
| Operating expenses | (42,885) | (70,891) | (47,408) | (192,456) |
| Other nonoperating expense, gains or (losses) | (524) | 830 | - | - |
| Loss on sale of properties, net | <u>-</u> | <u>-</u> | <u>(16,446)</u> | <u>-</u> |
| Total increase (decrease) in net assets | <u>\$ 7,169</u> | <u>\$ (47,934)</u> | <u>\$ (63,854)</u> | <u>\$ (192,456)</u> |

| | <u>Maine</u> | | <u>Connecticut</u> | | <u>New Hampshire</u> | |
|--|-----------------|--------------------|--------------------|---------------------|----------------------|---------------------|
| | <u>2015</u> | <u>2014</u> | <u>2015</u> | <u>2014</u> | <u>2015</u> | <u>2014</u> |
| Total public support and revenue | \$ (302) | \$ 4,667 | \$ - | \$ 57,166 | \$ 19,096 | \$ 1,276,909 |
| Operating expenses | - | (42,262) | - | (511,596) | (119,573) | (2,018,853) |
| Gain (loss) on sale of properties, net | <u>-</u> | <u>-</u> | <u>-</u> | <u>200</u> | <u>(46,620)</u> | <u>-</u> |
| Total decrease in net assets | <u>\$ (302)</u> | <u>\$ (37,595)</u> | <u>\$ -</u> | <u>\$ (454,230)</u> | <u>\$ (147,097)</u> | <u>\$ (741,944)</u> |

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. No investments exceeded 10% of investments as of August 31, 2015.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2015

ASSETS

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | New York | Elimin- ations | Total |
|--|---------------------|--------------------|-------------------|-------------------|----------------------------|-------------|----------------------|---------------------|
| Current assets: | | | | | | | | |
| Cash and cash equivalents | \$ 5,571,356 | \$ 700 | \$ 42,539 | \$ 500 | \$ - | \$ - | \$ - | \$ 5,615,095 |
| Accounts receivable from affiliates | 1,326,663 | 2,012,939 | - | - | - | - | (3,240,892) | 98,710 |
| Program and other accounts receivable, net | 6,390,110 | 428,089 | 190,115 | 102,466 | 3,500 | - | - | 7,114,280 |
| Contributions receivable, net | 543,356 | 6,700 | 22,857 | 32,343 | - | - | - | 605,256 |
| Current portion of assets limited as to use | 315,065 | - | - | - | - | - | - | 315,065 |
| Prepaid expenses and other current assets | <u>1,150,585</u> | <u>10,611</u> | <u>42,367</u> | <u>10,790</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>1,214,353</u> |
| Total current assets | 15,297,135 | 2,459,039 | 297,878 | 146,099 | 3,500 | - | (3,240,892) | 14,962,759 |
| Assets limited as to use, net of current portion | 1,009,131 | - | - | - | - | - | - | 1,009,131 |
| Fixed assets, net | 22,832,042 | 55,042 | 29,292 | 29,649 | - | - | - | 22,946,025 |
| Property held for sale | 252,645 | - | - | - | 829,017 | - | - | 1,081,662 |
| Bond issuance costs, net | 59,145 | - | - | - | - | - | - | 59,145 |
| Investments, at fair value | 12,206,508 | - | - | - | 49,285 | - | - | 12,255,793 |
| Beneficial interest in trusts held by others and other assets | 321,926 | - | - | 34,533 | - | - | - | 356,459 |
| | <u>\$51,978,532</u> | <u>\$2,514,081</u> | <u>\$ 327,170</u> | <u>\$ 210,281</u> | <u>\$ 881,802</u> | <u>\$ -</u> | <u>\$(3,240,892)</u> | <u>\$52,670,974</u> |

LIABILITIES AND NET ASSETS

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | New York | Elimin- ations | Total |
|---|---------------------|--------------------|--------------------|-------------------|----------------------------|--------------|----------------------|---------------------|
| Current liabilities: | | | | | | | | |
| Lines of credit | \$ -- | \$ -- | \$ -- | \$ -- | \$ 262,356 | \$ -- | \$ -- | \$ 262,356 |
| Accounts payable | 1,861,772 | 13,946 | 1,068 | 2,425 | -- | -- | -- | 1,879,211 |
| Accrued expenses | 4,084,707 | 22,980 | 41,272 | 13,283 | 551 | -- | -- | 4,162,793 |
| Accounts payable to affiliates | -- | -- | 2,756,262 | 123,156 | 361,474 | -- | (3,240,892) | -- |
| Current portion of deferred revenue | 1,034,952 | 51,748 | 24,077 | -- | 21,000 | -- | -- | 1,131,777 |
| Current portion of capital lease obligation | 58,886 | -- | -- | -- | -- | -- | -- | 58,886 |
| Current portion of interest rate swap agreements | 442,045 | -- | -- | -- | -- | -- | -- | 442,045 |
| Current portion of long-term debt | <u>745,011</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>745,011</u> |
| Total current liabilities | 8,227,373 | 88,674 | 2,822,679 | 138,864 | 645,381 | -- | (3,240,892) | 8,682,079 |
| Deferred revenue, net of current portion | 971,667 | -- | -- | -- | -- | -- | -- | 971,667 |
| Other liabilities | 1,010,108 | -- | -- | -- | -- | -- | -- | 1,010,108 |
| Capital lease obligation, net of current portion | 81,612 | -- | -- | -- | -- | -- | -- | 81,612 |
| Interest rate swap agreements, less current portion | 2,377,922 | -- | -- | -- | -- | -- | -- | 2,377,922 |
| Long-term debt, less current portion | <u>19,363,038</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>19,363,038</u> |
| Total liabilities | 32,031,720 | 88,674 | 2,822,679 | 138,864 | 645,381 | -- | (3,240,892) | 32,486,426 |
| Net assets (deficit): | | | | | | | | |
| Unrestricted | 14,588,670 | 2,417,858 | (2,516,780) | 8,489 | 187,136 | -- | -- | 14,685,373 |
| Temporarily restricted | 941,759 | 7,549 | 21,271 | 28,395 | 25,459 | -- | -- | 1,024,433 |
| Permanently restricted | <u>4,416,383</u> | <u>--</u> | <u>--</u> | <u>34,533</u> | <u>23,826</u> | <u>--</u> | <u>--</u> | <u>4,474,742</u> |
| Total net assets (deficit) | <u>19,946,812</u> | <u>2,425,407</u> | <u>(2,495,509)</u> | <u>71,417</u> | <u>236,421</u> | <u>--</u> | <u>--</u> | <u>20,184,548</u> |
| | <u>\$51,978,532</u> | <u>\$2,514,081</u> | <u>\$ 327,170</u> | <u>\$ 210,281</u> | <u>\$ 881,802</u> | <u>\$ --</u> | <u>\$(3,240,892)</u> | <u>\$52,670,974</u> |

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

ASSETS

| | <u>* New Hampshire</u> | <u>Vermont</u> | <u>Maine</u> | <u>Rhode Island</u> | <u>Harbor Schools, Inc.</u> | <u>Connecticut</u> | <u>New York</u> | <u>Elimin- ations</u> | <u>Total</u> |
|--|----------------------------|--------------------|-------------------|-------------------------|-------------------------------------|--------------------|---------------------|---------------------------|---------------------|
| Current assets: | | | | | | | | | |
| Cash and cash equivalents | \$ 1,887,115 | \$ 600 | \$ 10,132 | \$ 500 | \$ - | \$ - | \$ 858,787 | \$ - | \$ 2,757,134 |
| Accounts receivable from affiliates | 6,110,436 | 911,119 | - | - | - | - | 334,353 | (7,014,255) | 341,653 |
| Program and other accounts receivable, net | 6,565,059 | 763,220 | 164,545 | 160,355 | 3,500 | - | 2,466,068 | - | 10,122,747 |
| Contributions receivable, net | 492,586 | - | 1,843 | 21,534 | - | - | 189,411 | - | 705,374 |
| Current portion of assets limited as to use | 300,046 | - | - | - | - | - | - | - | 300,046 |
| Prepaid expenses and other current assets | <u>352,244</u> | <u>1,475</u> | <u>36,840</u> | <u>7,722</u> | <u>-</u> | <u>-</u> | <u>280,045</u> | <u>-</u> | <u>678,326</u> |
| Total current assets | 15,707,486 | 1,676,414 | 213,360 | 190,111 | 3,500 | - | 4,128,664 | (7,014,255) | 14,905,280 |
| Assets limited as to use, net of current portion | 986,277 | - | - | - | - | - | - | - | 986,277 |
| Fixed assets, net | 19,655,095 | 31,222 | 24,514 | 22,222 | - | - | 5,361,330 | - | 25,094,383 |
| Property held for sale | 463,947 | - | - | - | 825,947 | - | - | - | 1,289,894 |
| Bond issuance costs, net | 62,218 | - | - | - | - | - | 172,895 | - | 235,113 |
| Investments, at fair value | 12,883,509 | - | - | - | 48,697 | - | 900,840 | - | 13,833,046 |
| Beneficial interest in trusts held by others and other assets | <u>898,413</u> | <u>-</u> | <u>-</u> | <u>38,768</u> | <u>-</u> | <u>-</u> | <u>613,738</u> | <u>-</u> | <u>1,550,919</u> |
| | <u>\$50,656,945</u> | <u>\$1,707,636</u> | <u>\$ 237,874</u> | <u>\$ 251,101</u> | <u>\$ 878,144</u> | <u>\$ -</u> | <u>\$11,177,467</u> | <u>\$(7,014,255)</u> | <u>\$57,894,912</u> |

LIABILITIES AND NET ASSETS

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | Connecticut | New York | Elimin- ations | Total |
|---|---------------------|--------------------|--------------------|-------------------|----------------------------|-------------|---------------------|----------------------|---------------------|
| Current liabilities: | | | | | | | | | |
| Lines of credit | \$ - | \$ - | \$ - | \$ - | \$ 262,356 | \$ - | \$ 1,935,548 | \$ - | \$ 2,197,904 |
| Accounts payable | 1,431,692 | 12,425 | 940 | 3,898 | - | - | 458,788 | - | 1,907,743 |
| Accrued expenses | 3,267,969 | 15,892 | 34,088 | 8,220 | 7,696 | - | 917,617 | - | 4,251,482 |
| Accounts payable to affiliates | 3,023,524 | - | 2,562,288 | 99,631 | 352,590 | - | 976,222 | (7,014,255) | - |
| Current portion of deferred revenue | 523,300 | 12,557 | 5,000 | 83 | 26,250 | - | 291,068 | - | 858,258 |
| Current portion of interest rate swap agreements | 474,355 | - | - | - | - | - | 141,215 | - | 615,570 |
| Current portion of long-term debt | <u>4,064,386</u> | - | - | - | - | - | <u>163,953</u> | - | <u>4,228,339</u> |
| Total current liabilities | 12,785,226 | 40,874 | 2,602,316 | 111,832 | 648,892 | - | 4,884,411 | (7,014,255) | 14,059,296 |
| Deferred revenue, net of current portion | 999,167 | - | - | - | - | - | - | - | 999,167 |
| Other liabilities | 987,185 | - | - | - | - | - | - | - | 987,185 |
| Interest rate swap agreements, less current portion | 2,195,025 | - | - | - | - | - | 519,218 | - | 2,714,243 |
| Long-term debt, less current portion | <u>14,173,540</u> | - | - | - | - | - | <u>4,802,760</u> | - | <u>18,976,300</u> |
| Total liabilities | 31,140,143 | 40,874 | 2,602,316 | 111,832 | 648,892 | - | 10,206,389 | (7,014,255) | 37,736,191 |
| Net assets (deficit): | | | | | | | | | |
| Unrestricted | 14,428,086 | 1,666,763 | (2,422,354) | 100,501 | 180,556 | - | 235,785 | - | 14,189,337 |
| Temporarily restricted | 690,526 | (1) | 57,912 | - | 24,870 | - | 171,555 | - | 944,862 |
| Permanently restricted | <u>4,398,190</u> | - | - | <u>38,768</u> | <u>23,826</u> | - | <u>563,738</u> | - | <u>5,024,522</u> |
| Total net assets (deficit) | <u>19,516,802</u> | <u>1,666,762</u> | <u>(2,364,442)</u> | <u>139,269</u> | <u>229,252</u> | - | <u>971,078</u> | - | <u>20,158,721</u> |
| | <u>\$50,656,945</u> | <u>\$1,707,636</u> | <u>\$ 237,874</u> | <u>\$ 251,101</u> | <u>\$ 878,144</u> | <u>\$ -</u> | <u>\$11,177,467</u> | <u>\$(7,014,255)</u> | <u>\$57,894,912</u> |

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended August 31, 2015

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | New York | Elimin- ations | Total |
|--|--------------------|------------------|------------------|------------------|----------------------------|-------------------|--------------------|--------------------|
| Public support and revenue: | | | | | | | | |
| Public support: | | | | | | | | |
| Contributions | \$ 730,807 | \$ 15,252 | \$ 121,753 | \$ 84,306 | \$ -- | \$ 534,478 | \$ (6,000) | \$ 1,480,596 |
| Special events, net | 1,070,232 | 4,572 | 48,920 | 80,945 | -- | 278,847 | -- | 1,483,516 |
| Annual campaigns, net | 363,600 | 13,426 | 41,561 | 13,555 | -- | -- | -- | 432,142 |
| Bequests | <u>459,167</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>32,852</u> | <u>--</u> | <u>492,019</u> |
| Total public support | 2,623,806 | 33,250 | 212,234 | 178,806 | -- | 846,177 | (6,000) | 3,888,273 |
| Revenue: | | | | | | | | |
| Fees and grants from governmental agencies | 41,393,156 | 4,096,507 | 1,743,157 | 1,170,710 | -- | 23,561,944 | -- | 71,965,474 |
| Other fees and grants | 19,058,227 | 655,514 | 244,805 | 47,930 | -- | 4,105,076 | -- | 24,111,552 |
| Sales to public | 4,375,698 | -- | -- | -- | -- | -- | -- | 4,375,698 |
| Dividend and interest income | 353,829 | -- | -- | 1,554 | -- | 56,733 | (9,284) | 402,832 |
| Rental income | 27,390 | -- | -- | -- | -- | 6,539 | -- | 33,929 |
| Intercompany revenue | 2,390,406 | -- | -- | -- | -- | -- | (2,390,406) | -- |
| Other | <u>123,805</u> | <u>--</u> | <u>41</u> | <u>932</u> | <u>--</u> | <u>--</u> | <u>--</u> | <u>124,778</u> |
| Total revenue | <u>67,722,511</u> | <u>4,752,021</u> | <u>1,988,003</u> | <u>1,221,126</u> | <u>--</u> | <u>27,730,292</u> | <u>(2,399,690)</u> | <u>101,014,263</u> |
| Total public support and revenue | 70,346,317 | 4,785,271 | 2,200,237 | 1,399,932 | -- | 28,576,469 | (2,405,690) | 104,902,536 |
| Operating expenses: | | | | | | | | |
| Program services: | | | | | | | | |
| Public health education | 285,591 | 4,370 | -- | 21,125 | -- | 99,800 | -- | 410,886 |
| Professional education | 23,435 | -- | -- | -- | -- | -- | (6,000) | 17,435 |
| Direct services | <u>58,214,130</u> | <u>4,108,875</u> | <u>2,044,378</u> | <u>1,237,113</u> | <u>--</u> | <u>26,104,067</u> | <u>(95,252)</u> | <u>91,613,311</u> |
| Total program services | 58,523,156 | 4,113,245 | 2,044,378 | 1,258,238 | -- | 26,203,867 | (101,252) | 92,041,632 |

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | New York | Elimin- ations | Total |
|--|--------------------------------|----------------------------|-----------------------------|-----------------------------|----------------------------|--------------------------------|----------------------------|----------------------------------|
| Supporting services: | | | | | | | | |
| Management and general Fundraising | \$ 8,603,810 <u>902,347</u> | \$ 435,732 <u>2,317</u> | \$ 195,933 <u>90,061</u> | \$ 142,268 <u>62,583</u> | \$ — <u>—</u> | \$ 2,710,841 <u>751,069</u> | \$ (2,302,938) <u>—</u> | \$ 9,785,646 <u>1,808,377</u> |
| Total supporting services | <u>9,506,157</u> | <u>438,049</u> | <u>285,994</u> | <u>204,851</u> | <u>—</u> | <u>3,461,910</u> | <u>(2,302,938)</u> | <u>11,594,023</u> |
| Total functional expenses | 68,029,313 | 4,551,294 | 2,330,372 | 1,463,089 | — | 29,665,777 | (2,404,190) | 103,635,655 |
| Support of National programs | <u>26,793</u> | <u>—</u> | <u>630</u> | <u>460</u> | <u>—</u> | <u>92,086</u> | <u>—</u> | <u>119,969</u> |
| Total operating expenses | <u>68,056,106</u> | <u>4,551,294</u> | <u>2,331,002</u> | <u>1,463,549</u> | <u>—</u> | <u>29,757,863</u> | <u>(2,404,190)</u> | <u>103,755,624</u> |
| Increase (decrease) in net assets from operations | 2,290,211 | 233,977 | (130,765) | (63,617) | — | (1,181,394) | (1,500) | 1,146,912 |
| Other nonoperating expenses, gains and losses: | | | | | | | | |
| Change in fair value of interest rate swaps | (150,587) | — | — | — | — | (76,981) | — | (227,568) |
| Net realized and unrealized losses on investments | (381,953) | — | — | — | — | (25,299) | — | (407,252) |
| Increase (decrease) in fair value of beneficial interest in trusts held by others | 3,890 | — | — | (4,235) | — | (62,078) | — | (62,423) |
| (Loss) gain on sales and disposals of property, plant and equipment | (11,938) | — | — | — | — | 1,690 | — | (10,248) |
| Other nonoperating expenses | <u>(17,750)</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>(111,104)</u> | <u>—</u> | <u>(128,854)</u> |
| | (558,338) | — | — | (4,235) | — | (273,772) | — | (836,345) |
| Capital transfer | (523,877) | 523,877 | — | — | — | — | — | — |
| (Loss) gain from discontinued operations | <u>(148,597)</u> | <u>—</u> | <u>(302)</u> | <u>—</u> | <u>7,169</u> | <u>(63,854)</u> | <u>1,500</u> | <u>(204,084)</u> |
| Increase (decrease) in net assets before effects of deconsolidation of affiliate | 1,059,399 | 757,854 | (131,067) | (67,852) | 7,169 | (1,519,020) | — | 106,483 |
| Deconsolidation of affiliate | <u>(629,389)</u> | <u>791</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>547,942</u> | <u>—</u> | <u>(80,656)</u> |
| Total increase (decrease) in net assets | 430,010 | 758,645 | (131,067) | (67,852) | 7,169 | (971,078) | — | 25,827 |
| Net assets (deficit) at beginning of year | <u>19,516,802</u> | <u>1,666,762</u> | <u>(2,364,442)</u> | <u>139,269</u> | <u>229,252</u> | <u>971,078</u> | <u>—</u> | <u>20,158,721</u> |
| Net assets (deficit) at end of year | <u>\$ 19,946,812</u> | <u>\$ 2,425,407</u> | <u>\$ (2,495,509)</u> | <u>\$ 71,417</u> | <u>\$ 236,421</u> | <u>\$ —</u> | <u>\$ —</u> | <u>\$ 20,184,548</u> |

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended August 31, 2014

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | Connecticut | New York | Elimin- ations | Total |
|--|--------------------|-----------|------------|-----------------|----------------------------|-------------|-------------|-------------------|--------------|
| Public support and revenue: | | | | | | | | | |
| Public support: | | | | | | | | | |
| Contributions | \$ 660,025 | \$ 783 | \$ 188,715 | \$ 35,175 | \$ - | \$ 5,902 | \$ 409,654 | \$ - | \$ 1,300,254 |
| Special events, net | 990,162 | 2,390 | 16,735 | 132,955 | - | 12,446 | 661,287 | - | 1,815,975 |
| Annual campaigns, net | 398,950 | 10,731 | 19,340 | 48,824 | - | 24,005 | - | - | 501,850 |
| Bequests | 220,764 | - | - | 1,710 | - | 8,129 | 217,955 | - | 448,558 |
| Total public support | 2,269,901 | 13,904 | 224,790 | 218,664 | - | 50,482 | 1,288,896 | - | 4,066,637 |
| Revenue: | | | | | | | | | |
| Fees and grants from governmental agencies | 37,890,398 | 3,257,409 | 2,142,632 | 1,114,188 | - | 248,623 | 23,072,047 | - | 67,725,297 |
| Other fees and grants | 19,739,085 | 669,021 | 37,471 | 61,137 | - | 9,862 | 4,577,720 | - | 25,094,296 |
| Sales to public | 4,270,196 | - | - | - | - | - | - | - | 4,270,196 |
| Dividend and interest income | 339,121 | - | - | 1,472 | - | 373,818 | 56,794 | (25,255) | 745,950 |
| Rental income | 1,032 | - | - | - | - | - | 64,746 | (574) | 65,204 |
| Intercompany revenue | 2,317,520 | - | - | - | - | - | 66,035 | (2,383,555) | - |
| Other | 133,957 | 285 | 172 | 5,341 | - | 344,771 | 4,112 | (29,450) | 459,188 |
| Total revenue | 64,691,309 | 3,926,715 | 2,180,275 | 1,182,138 | - | 977,074 | 27,841,454 | (2,438,834) | 98,360,131 |
| Total public support and revenue | 66,961,210 | 3,940,619 | 2,405,065 | 1,400,802 | - | 1,027,556 | 29,130,350 | (2,438,834) | 102,426,768 |
| Operating expenses: | | | | | | | | | |
| Program services: | | | | | | | | | |
| Public health education | 258,038 | 245 | 74 | 3,551 | - | 386 | 253,698 | - | 515,992 |
| Professional education | 29,065 | - | - | - | - | - | - | - | 29,065 |
| Direct services | 56,578,002 | 3,518,763 | 2,156,028 | 1,164,880 | - | 576,844 | 26,023,617 | (31,000) | 89,987,134 |
| Total program services | 56,865,105 | 3,519,008 | 2,156,102 | 1,168,431 | - | 577,230 | 26,277,315 | (31,000) | 90,532,191 |

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | Connecticut | New York | Elimin- ations | Total |
|---|----------------------|---------------------|-----------------------|-------------------|----------------------------|--------------------|-------------------|--------------------|----------------------|
| Supporting services: | | | | | | | | | |
| Management and general | \$ 8,240,795 | \$ 344,097 | \$ 220,095 | \$ 130,416 | \$ - | \$ 147,814 | \$ 2,722,667 | \$ (2,386,314) | \$ 9,419,570 |
| Fundraising | <u>862,957</u> | <u>319</u> | <u>90,098</u> | <u>141,535</u> | <u>-</u> | <u>129,258</u> | <u>796,555</u> | <u>(13,783)</u> | <u>2,006,939</u> |
| Total supporting services | <u>9,103,752</u> | <u>344,416</u> | <u>310,193</u> | <u>271,951</u> | <u>-</u> | <u>277,072</u> | <u>3,519,222</u> | <u>(2,400,097)</u> | <u>11,426,509</u> |
| Total functional expenses | 65,968,857 | 3,863,424 | 2,466,295 | 1,440,382 | - | 854,302 | 29,796,537 | (2,431,097) | 101,958,700 |
| Support of National programs | <u>25,797</u> | <u>-</u> | <u>606</u> | <u>2,110</u> | <u>-</u> | <u>2,559</u> | <u>91,514</u> | <u>-</u> | <u>122,586</u> |
| Total operating expenses | <u>65,994,654</u> | <u>3,863,424</u> | <u>2,466,901</u> | <u>1,442,492</u> | <u>-</u> | <u>856,861</u> | <u>29,888,051</u> | <u>(2,431,097)</u> | <u>102,081,286</u> |
| Increase (decrease) in net assets from operations | 966,556 | 77,195 | (61,836) | (41,690) | - | 170,695 | (757,701) | (7,737) | 345,482 |
| Other nonoperating expenses, gains and losses: | | | | | | | | | |
| Change in fair value of interest rate swaps | (444,658) | - | - | - | - | 33,354 | (183,550) | - | (594,854) |
| Net realized and unrealized gains (losses) on investments | 1,303,266 | - | - | - | - | 235,704 | (4,020) | - | 1,534,950 |
| Increase in fair value of beneficial interest in trusts held by others | 14,750 | - | - | 2,851 | - | 511,682 | 45,687 | - | 574,970 |
| Gain (loss) on sales and disposals of property, plant and equipment | 16,368 | - | - | - | - | (2,016) | - | - | 14,352 |
| Other nonoperating expenses | <u>(249,092)</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>(249,092)</u> |
| | 640,634 | - | - | 2,851 | - | 778,724 | (141,883) | - | 1,280,326 |
| Loss from discontinued operations | <u>(741,943)</u> | <u>-</u> | <u>(37,595)</u> | <u>-</u> | <u>(48,439)</u> | <u>(461,463)</u> | <u>(192,456)</u> | <u>7,737</u> | <u>(1,474,159)</u> |
| Increase (decrease) in net assets before effects of deconsolidation of affiliate | 865,247 | 77,195 | (99,431) | (38,839) | (48,439) | 487,956 | (1,092,040) | - | 151,649 |
| Deconsolidation of affiliate | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>(5,841,079)</u> | <u>-</u> | <u>-</u> | <u>(5,841,079)</u> |
| Total increase (decrease) in net assets | 865,247 | 77,195 | (99,431) | (38,839) | (48,439) | (5,353,123) | (1,092,040) | - | (5,689,430) |
| Net assets (deficit) at beginning of year | <u>18,651,555</u> | <u>1,589,567</u> | <u>(2,265,011)</u> | <u>178,108</u> | <u>277,691</u> | <u>5,353,123</u> | <u>2,063,118</u> | <u>-</u> | <u>25,848,151</u> |
| Net assets (deficit) at end of year | <u>\$ 19,516,802</u> | <u>\$ 1,666,762</u> | <u>\$ (2,364,442)</u> | <u>\$ 139,269</u> | <u>\$ 229,252</u> | <u>\$ -</u> | <u>\$ 971,078</u> | <u>\$ -</u> | <u>\$ 20,158,721</u> |

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

| | <u>* New Hampshire</u> | <u>Vermont</u> | <u>Maine</u> | <u>Rhode Island</u> | <u>Harbor Schools, Inc.</u> | <u>New York</u> | <u>Elimin- ations</u> | <u>Total</u> |
|--|----------------------------|---------------------|---------------------|-------------------------|-------------------------------------|----------------------|---------------------------|-----------------------|
| Salaries and related expenses | \$ 49,574,053 | \$ 3,577,628 | \$ 1,834,414 | \$ 1,096,869 | \$ - | \$ 21,555,197 | \$ - | \$ 77,638,161 |
| Professional fees | 7,415,575 | 533,058 | 189,755 | 193,494 | - | 3,971,367 | (2,388,906) | 9,914,343 |
| Supplies | 1,952,095 | 27,908 | 20,485 | 9,217 | - | 910,426 | - | 2,920,131 |
| Telephone | 622,842 | 21,360 | 12,500 | 10,012 | - | 144,543 | - | 811,257 |
| Postage and shipping | 59,319 | 912 | 2,089 | 2,076 | - | 30,363 | - | 94,759 |
| Occupancy | 2,444,094 | 111,515 | 174,786 | 88,416 | - | 1,424,846 | - | 4,243,657 |
| Outside printing, artwork and media | 62,529 | 847 | 8,333 | 6,390 | - | 16,353 | - | 94,452 |
| Travel | 2,100,674 | 162,775 | 14,650 | 42,013 | - | 172,832 | - | 2,492,944 |
| Conventions and meetings | 209,924 | 20,428 | 6,140 | 2,727 | - | 139,649 | (6,000) | 372,868 |
| Specific assistance to individuals | 935,227 | 76,105 | 36,556 | 618 | - | 222,644 | - | 1,271,150 |
| Dues and subscriptions | 25,403 | - | 980 | 676 | - | 11,520 | - | 38,579 |
| Minor equipment purchases- and equipment rental | 207,153 | 2,966 | 2,764 | 2,336 | - | 29,127 | - | 244,346 |
| Ads, fees and miscellaneous | 107,080 | 1,794 | 5,266 | 713 | - | 17,587 | - | 132,440 |
| Interest | 907,340 | - | - | - | - | 365,055 | (9,284) | 1,263,111 |
| Facility tax assessment | - | - | - | - | - | 226,703 | - | 226,703 |
| Depreciation and amortization | <u>1,406,005</u> | <u>13,998</u> | <u>21,654</u> | <u>7,532</u> | <u>-</u> | <u>427,565</u> | <u>-</u> | <u>1,876,754</u> |
| | <u>\$ 68,029,313</u> | <u>\$ 4,551,294</u> | <u>\$ 2,330,372</u> | <u>\$ 1,463,089</u> | <u>\$ -</u> | <u>\$ 29,665,777</u> | <u>\$ (2,404,190)</u> | <u>\$ 103,635,655</u> |

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

| | * New Hampshire | Vermont | Maine | Rhode Island | Harbor Schools, Inc. | Connecticut | New York | Elimin- ations | Total |
|--|----------------------|---------------------|---------------------|---------------------|----------------------------|-------------------|----------------------|-----------------------|-----------------------|
| Salaries and related expenses | \$ 48,494,900 | \$ 2,970,136 | \$ 1,999,154 | \$ 1,053,169 | \$ - | \$ 544,811 | \$ 21,791,248 | \$ - | \$ 76,853,418 |
| Professional fees | 6,982,525 | 533,037 | 188,905 | 228,820 | - | 211,335 | 3,776,125 | (2,413,005) | 9,507,742 |
| Supplies | 1,750,451 | 23,661 | 19,749 | 6,305 | - | 6,169 | 871,909 | - | 2,678,244 |
| Telephone | 684,805 | 15,065 | 6,345 | 9,051 | - | 3,934 | 148,073 | - | 867,273 |
| Postage and shipping | 70,760 | 1,033 | 3,123 | 2,173 | - | 1,280 | 34,635 | - | 113,004 |
| Occupancy | 2,097,572 | 85,308 | 168,892 | 84,892 | - | 49,802 | 1,593,939 | - | 4,080,405 |
| Outside printing, artwork and media | 67,850 | 3,479 | 9,570 | 4,559 | - | 449 | 41,120 | - | 127,027 |
| Travel | 2,231,402 | 118,835 | 6,591 | 39,351 | - | 8,863 | 189,950 | (69) | 2,594,923 |
| Conventions and meetings | 168,077 | 18,125 | 16,466 | 1,254 | - | 9,710 | 156,942 | - | 370,574 |
| Specific assistance to individuals | 968,332 | 70,856 | 22,066 | - | - | 12,455 | 171,751 | - | 1,245,460 |
| Dues and subscriptions | 22,081 | - | 2,424 | 125 | - | 870 | 15,339 | - | 40,839 |
| Minor equipment purchases- and equipment rental | 215,839 | 18,748 | 7,922 | 7,850 | - | 1,698 | 117,599 | - | 369,656 |
| Ads, fees and miscellaneous | 27,699 | 1,937 | 2,542 | 355 | - | 230 | 11,013 | - | 43,776 |
| Interest | 885,953 | - | - | - | - | - | 308,286 | (18,023) | 1,176,216 |
| Bad debt provision | - | - | - | - | - | - | - | - | - |
| Facility tax assessment | - | - | - | - | - | - | 182,791 | - | 182,791 |
| Depreciation and amortization | <u>1,300,611</u> | <u>3,204</u> | <u>12,546</u> | <u>2,478</u> | <u>-</u> | <u>2,696</u> | <u>385,817</u> | <u>-</u> | <u>1,707,352</u> |
| | <u>\$ 65,968,857</u> | <u>\$ 3,863,424</u> | <u>\$ 2,466,295</u> | <u>\$ 1,440,382</u> | <u>\$ -</u> | <u>\$ 854,302</u> | <u>\$ 29,796,537</u> | <u>\$ (2,431,097)</u> | <u>\$ 101,958,700</u> |

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

**Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103
2016 Board of Directors**

Chairman

Andrew MacWilliam

Richard Rawlings

Barry LaBombarde

Past Chairman

Jim Bee

Dennis Beaulieu

Leslie Thompson

Vice Chairman

Tom Sullivan

Cynthia Makris

Rob Wieczorek

Vice Chairman

Charles Goodwin

Doris Labbe

Tim Murray

General Counsel &

Assistant Secretary

(non voting member)

Bradford Cook, Esq.

Treasurer

Matthew Boucher

Sue MacDermott

Assistant Treasurer

Wendell Butcher

Ben Gamache

Rick Courtemanche

Secretary

Ann-Marie Forrester

Kurt Patten

Assistant Secretary

Charles Panasis

David Goldberg

Bryan Bouchard

Chairman – Farnum Center

Ian MacDermott

Bob Litterst

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non- profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National
Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

2 HERVEY COURT NEWFIELDS, NEW HAMPSHIRE 03856

603.566.1893

SSILSBY@EASTERSEALSNH.ORG

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 Executive Vice President
Vice President

8/75 – 6/85 Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75 New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71 New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70 Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69 Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All
undergraduate courses were at the Master's Level. Dean's List, Junior &
Senior years.

9/66 –8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration,
Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Elin Treanor
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|---|
| 2012 – Present | Easter Seals New Hampshire, Inc., Manchester, NH <u>Chief Operating Officer/Chief Financial Officer</u> Oversee all program and fiscal management of multi-corporate, multi-state entity. |
| 1994 – 2012 | Easter Seals New Hampshire, Inc., Manchester, NH <u>Senior Vice President & Chief Financial Officer</u> Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH <u>Vice President of Finance</u> Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH <u>Controller</u> Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate |

reorganizations to multiple entities and external corporate mergers and acquisitions.

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

**Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Easter Seals NH, Inc.

Name of Program: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:
New Hampshire Service Link Program

| BUDGET PERIOD: SFY 17 | | | | |
|---|------------------------------|---------------|--|---------------------------------------|
| NAME | JOB TITLE | SALARY | PERCENT PAID FROM THIS CONTRACT | AMOUNT PAID FROM THIS CONTRACT |
| Larry Gammon | President & CEO | \$353,119 | 0.00% | \$0.00 |
| Elin Treanor | CFO | \$225,920 | 0.00% | \$0.00 |
| Tina Sharby | Chief Human Resource Officer | \$152,650 | 0.00% | \$0.00 |
| Susan Silsby | Sr Vice President - Programs | \$150,380 | 0.00% | \$0.00 |
| | | | 0.00% | \$0.00 |
| | | | | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$0.00 |

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-05)

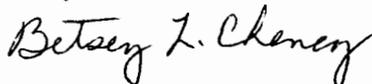
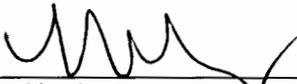
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Grafton County Senior Citizens Council, Inc. | | 1.4 Contractor Address 10 Campbell Street, PO Box 433 Lebanon, NH 03766 | |
| 1.5 Contractor Phone Number 603-448-4897 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$617,406.03 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Roberta J. Berner, Executive Director | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>November 4th, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Betsey L. Cheney <div style="text-align: right; font-weight: bold; font-size: small;"> BETSEY L. CHENEY NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires June 19, 2018 </div> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>11/18/16</u> Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Cole - Attorney</u> <u>11/29/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
 - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
 - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
 - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
 - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
 - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
 - 2.1.2.2.3. Barrier-free/handicap access;
 - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
 - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
 - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
 - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
 - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
 - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
 - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
 - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
 - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
 - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
 - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
 - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
 - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
 - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
 - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
 - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
 - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
 - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
 - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
 - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
 - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
 - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
 - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
 - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
 - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
 - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
 - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
 - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
 - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
 - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
 - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
 - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
 - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
 - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
 - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
 - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
 - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
 - 2.2.5.2. Provide personalized counseling services.
 - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

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Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
 - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
 - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.2.6.3. Collaborate with community-based providers.
 - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
 - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
 - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
 - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
 - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
 - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
 - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
 - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
 - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
 - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
 - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services , problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
 - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
 - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
 - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
 - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
 - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
 - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.2.10.3.2. Conduct follow-up contacts.
 - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
 - 2.2.10.3.4. Develop a media list for the geographic area served.
 - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.2.10.4. Be responsible for purchasing media in their local area.
 - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

| Performance Measure | Reporting Method |
|--|---|
| 1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months. | Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. |
| 2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services. | Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM). |
| 3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month. | Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department. |
| 4. Demonstrate partnerships and evaluate effectiveness and lessons learned. | SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department. |

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
 - 3.2.1. Number of individuals served.
 - 3.2.2. Types of information/referrals provided to individuals.
 - 3.2.3. Follow-up services performed and frequency of services delivered.
 - 3.2.4. Length of contact.
 - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
 - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
 - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
 - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
 - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
 - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
 - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
 - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
 - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
 - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
 - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
 - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
 - 5.6.5.2. Within 6 months of hire:
 - 5.6.5.2.1. SHIP training and assessments;
 - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
 - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
 - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
 - 5.7.1.1. Carroll and Sullivan .25 FTE;
 - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
 - 5.7.1.3. Grafton .75 FTE;
 - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
 - 5.7.1.5. Rockingham 1.25 FTE.
 - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
 - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
 - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
 - 5.7.2.3. Merrimack County 2 FTE; and
 - 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
 - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
 - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
 - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
 - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
 - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
 - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
 - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must;
 - 3.2.1 Clearly identify the amount requested and the services performed during that period.
 - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager
NH Department of Health and Human Services
Office of Human Services
129 Pleasant Street
Concord, NH 03301



Exhibit B

-
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
 6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Grafton County Senior Citizens Council, Inc.

Improving Access to Information and Services for Individuals and
Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by Other Contract Share | | |
|--|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|--------------------------------|---------------------|----------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| | Representational | Planned | | Representational | Planned | | Representational | Planned | |
| 1. Total Salary/Wages | \$ 131,892.00 | \$ 10,575.00 | \$ 142,467.00 | \$ 13,500.00 | \$ - | \$ 13,500.00 | \$ 118,192.00 | \$ 10,575.00 | \$ 128,767.00 |
| 2. Employee Benefits | \$ 34,066.00 | \$ 2,644.00 | \$ 36,710.00 | \$ 4,518.00 | \$ - | \$ 4,518.00 | \$ 29,948.00 | \$ 2,644.00 | \$ 32,192.00 |
| 3. Consultants | \$ - | \$ 16.00 | \$ 16.00 | \$ - | \$ 16.00 | \$ 16.00 | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 160.00 | \$ 25.00 | \$ 185.00 | \$ 160.00 | \$ 25.00 | \$ 185.00 | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 794.00 | \$ 134.00 | \$ 928.00 | \$ 15.00 | \$ 134.00 | \$ 149.00 | \$ - | \$ 779.00 | \$ 779.00 |
| Purchase/Depreciation | \$ 1,436.00 | \$ 33.00 | \$ 1,469.00 | \$ - | \$ 33.00 | \$ 33.00 | \$ 1,436.00 | \$ - | \$ 1,436.00 |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 383.00 | \$ 45.00 | \$ 428.00 | \$ 383.00 | \$ 45.00 | \$ 428.00 | \$ - | \$ - | \$ - |
| 6. Travel | \$ 5,895.00 | \$ 20.00 | \$ 5,915.00 | \$ 819.00 | \$ - | \$ 819.00 | \$ 4,876.00 | \$ 20.00 | \$ 4,896.00 |
| 7. Occupancy | \$ 14,570.00 | \$ 62.00 | \$ 14,632.00 | \$ 2,509.00 | \$ 62.00 | \$ 2,571.00 | \$ 12,061.00 | \$ - | \$ 12,061.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,037.00 | \$ 9.00 | \$ 1,046.00 | \$ 1,037.00 | \$ 9.00 | \$ 1,046.00 | \$ - | \$ - | \$ - |
| Postage | \$ 473.00 | \$ 70.00 | \$ 543.00 | \$ 29.00 | \$ 70.00 | \$ 99.00 | \$ 444.00 | \$ - | \$ 444.00 |
| Subscriptions | \$ - | \$ 200.00 | \$ 200.00 | \$ - | \$ 200.00 | \$ 200.00 | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ 371.00 | \$ 371.00 | \$ - | \$ 371.00 | \$ 371.00 | \$ - | \$ - | \$ - |
| Insurance | \$ 438.00 | \$ 85.00 | \$ 524.00 | \$ 438.00 | \$ 85.00 | \$ 524.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,500.00 | \$ 25.00 | \$ 1,525.00 | \$ 1,500.00 | \$ 25.00 | \$ 1,525.00 | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 750.00 | \$ - | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ - | \$ 750.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting Expense | \$ 300.00 | \$ - | \$ 300.00 | \$ - | \$ - | \$ - | \$ 300.00 | \$ - | \$ 300.00 |
| Staff Recruitment/Payroll Exp | \$ 440.00 | \$ 22.00 | \$ 462.00 | \$ 15.00 | \$ 22.00 | \$ 37.00 | \$ 425.00 | \$ - | \$ 425.00 |
| Bank and Other Fees | \$ - | \$ 40.00 | \$ 40.00 | \$ - | \$ 40.00 | \$ 40.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 193,734.00 | \$ 14,376.00 | \$ 208,110.00 | \$ 24,824.00 | \$ 1,137.00 | \$ 26,061.00 | \$ 168,810.00 | \$ 13,238.00 | \$ 182,048.00 |

Indirect As A Percent of Direct
7.4%

Contractor Initials: RJB
Date: 11-4-16

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Senior Citizens Council, Inc.

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2018

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funding for 2018 | | |
|--|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|----------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 252,614.00 | \$ 20,573.00 | \$ 273,087.00 | \$ 16,000.00 | \$ - | \$ 16,000.00 | \$ 236,614.00 | \$ 20,573.00 | \$ 257,087.00 |
| 2. Employee Benefits | \$ 67,436.00 | \$ 4,526.00 | \$ 71,962.00 | \$ 15,403.00 | \$ - | \$ 15,403.00 | \$ 52,033.00 | \$ 4,526.00 | \$ 56,559.00 |
| 3. Consultants | \$ - | \$ 33.00 | \$ 33.00 | \$ - | \$ 33.00 | \$ 33.00 | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 270.00 | \$ 51.00 | \$ 321.00 | \$ 270.00 | \$ 51.00 | \$ 321.00 | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 331.00 | \$ 273.00 | \$ 604.00 | \$ 31.00 | \$ 273.00 | \$ 304.00 | \$ 300.00 | \$ - | \$ 300.00 |
| Purchase/Depreciation | \$ 1,969.00 | \$ 67.00 | \$ 2,036.00 | \$ 1,969.00 | \$ 67.00 | \$ 2,036.00 | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 772.00 | \$ 92.00 | \$ 864.00 | \$ 772.00 | \$ 92.00 | \$ 864.00 | \$ - | \$ - | \$ - |
| 6. Travel | \$ 10,295.00 | \$ 88.00 | \$ 10,383.00 | \$ 1,671.00 | \$ - | \$ 1,671.00 | \$ 8,564.00 | \$ 88.00 | \$ 8,652.00 |
| 7. Occupancy | \$ 28,434.00 | \$ 126.00 | \$ 28,560.00 | \$ 5,518.00 | \$ 126.00 | \$ 5,644.00 | \$ 22,916.00 | \$ - | \$ 22,916.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,078.00 | \$ 18.00 | \$ 2,096.00 | \$ 2,078.00 | \$ 18.00 | \$ 2,096.00 | \$ - | \$ - | \$ - |
| Postage | \$ 747.00 | \$ 143.00 | \$ 890.00 | \$ 59.00 | \$ 143.00 | \$ 202.00 | \$ 688.00 | \$ - | \$ 688.00 |
| Subscriptions | \$ - | \$ 550.00 | \$ 550.00 | \$ - | \$ 550.00 | \$ 550.00 | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ 757.00 | \$ 757.00 | \$ - | \$ 757.00 | \$ 757.00 | \$ - | \$ - | \$ - |
| Insurance | \$ 907.00 | \$ 173.00 | \$ 1,080.00 | \$ 907.00 | \$ 173.00 | \$ 1,080.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,500.00 | \$ 51.00 | \$ 1,551.00 | \$ 1,500.00 | \$ 51.00 | \$ 1,551.00 | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 600.00 | \$ - | \$ 600.00 | \$ - | \$ - | \$ - | \$ 600.00 | \$ - | \$ 600.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Needling Expense | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ - | \$ - | \$ 250.00 | \$ - | \$ 250.00 |
| Staff Recruitment/Payroll Exp | \$ 431.00 | \$ 45.00 | \$ 476.00 | \$ 31.00 | \$ 45.00 | \$ 76.00 | \$ 400.00 | \$ - | \$ 400.00 |
| Bank and Other Fees | \$ - | \$ 82.00 | \$ 82.00 | \$ - | \$ 82.00 | \$ 82.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 368,474.00 | \$ 27,648.00 | \$ 396,122.00 | \$ 46,209.00 | \$ 2,651.00 | \$ 48,870.00 | \$ 322,266.00 | \$ 25,187.00 | \$ 347,453.00 |

Indirect As A Percent of Direct

7.5%

0.063258023

0.076156176

Contractor Initials: *RJB*
Date: *11-4-16*

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Senior Citizens Council, Inc.

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:

Budget Request for: New Hampshire ServiceLink Program

(Name of RFP)

Budget Period: State Fiscal Year 2019

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by Other Sources | | |
|--|--------------------|-------------|---------------|--------------------------|-----------|--------------|-------------------------|-------------|--------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| | Incremental | Fixed | | Incremental | Fixed | | Incremental | Fixed | |
| 1. Total Salary/Wages | \$ 64,308.00 | \$ 5,394.00 | \$ 69,702.00 | \$ 4,000.00 | \$ - | \$ 4,000.00 | \$ 60,308.00 | \$ 5,394.00 | \$ 65,702.00 |
| 2. Employee Benefits | \$ 17,196.00 | \$ 1,856.00 | \$ 19,052.00 | \$ 3,928.00 | \$ - | \$ 3,928.00 | \$ 13,268.00 | \$ 1,856.00 | \$ 15,124.00 |
| 3. Consultants | \$ - | \$ 8.00 | \$ 8.00 | \$ - | \$ 8.00 | \$ 8.00 | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 67.00 | \$ 13.00 | \$ 80.00 | \$ 67.00 | \$ 13.00 | \$ 80.00 | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 333.00 | \$ 70.00 | \$ 403.00 | \$ 8.00 | \$ 70.00 | \$ 78.00 | \$ 325.00 | \$ - | \$ 325.00 |
| Purchase/Depreciation | \$ 492.00 | \$ 17.00 | \$ 509.00 | \$ 492.00 | \$ 17.00 | \$ 509.00 | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 194.00 | \$ 23.00 | \$ 217.00 | \$ 194.00 | \$ 23.00 | \$ 217.00 | \$ - | \$ - | \$ - |
| 6. Travel | \$ 1,550.00 | \$ 22.00 | \$ 1,572.00 | \$ 426.00 | \$ - | \$ 426.00 | \$ 1,124.00 | \$ 22.00 | \$ 1,146.00 |
| 7. Occupancy | \$ 6,779.00 | \$ 32.00 | \$ 6,811.00 | \$ 1,655.00 | \$ 32.00 | \$ 1,687.00 | \$ 5,124.00 | \$ - | \$ 5,124.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 521.00 | \$ 5.00 | \$ 526.00 | \$ 521.00 | \$ 5.00 | \$ 526.00 | \$ - | \$ - | \$ - |
| Postage | \$ 187.00 | \$ 36.00 | \$ 223.00 | \$ 15.00 | \$ 36.00 | \$ 51.00 | \$ 172.00 | \$ - | \$ 172.00 |
| Subscriptions | \$ - | \$ 140.00 | \$ 140.00 | \$ - | \$ 140.00 | \$ 140.00 | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ 193.00 | \$ 193.00 | \$ - | \$ 193.00 | \$ 193.00 | \$ - | \$ - | \$ - |
| Insurance | \$ 46.00 | \$ 44.00 | \$ 90.00 | \$ 46.00 | \$ 44.00 | \$ 90.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 375.00 | \$ 13.00 | \$ 388.00 | \$ 375.00 | \$ 13.00 | \$ 388.00 | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 125.00 | \$ - | \$ 125.00 | \$ - | \$ - | \$ - | \$ 125.00 | \$ - | \$ 125.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting Expense | \$ 87.00 | \$ - | \$ 87.00 | \$ - | \$ - | \$ - | \$ 87.00 | \$ - | \$ 87.00 |
| Staff Recruitment/Payroll Exp | \$ 108.00 | \$ 11.00 | \$ 119.00 | \$ 8.00 | \$ 11.00 | \$ 19.00 | \$ 100.00 | \$ - | \$ 100.00 |
| Bank and Other Fees | \$ - | \$ 21.00 | \$ 21.00 | \$ - | \$ 21.00 | \$ 21.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 92,388.00 | \$ 7,898.00 | \$ 100,286.00 | \$ 11,735.00 | \$ 626.00 | \$ 12,361.00 | \$ 80,633.00 | \$ 7,272.00 | \$ 87,905.00 |

Indirect As A Percent of Direct

8.6%

0.053344262

0.0901864

Contractor Initials

Date

RJB
11-4-16



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

11-4-2016
Date

Grafton County
Senior Citizens Council, Inc.
Name: Roberta J. Bean
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Grafton County
Senior Citizens Council, Inc.
Name: Roberta J. Berrin
Title: Executive Director

11-4-2016
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

*Grafton County
Senior Citizens Council, Inc.*
Name: *Roberta J. Bernier*
Title: *Executive Director*

11-4-2016
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

RJB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Grafton County

Senior Citizens Council, Inc.

11-4-2016

Date

Name: *Roberta J. Bernier*
Title: *Executive Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials *RJB*



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:

*Grafton County
Senior Citizens Council, Inc.*

11-4-2016
Date

Name: *Robta J. Bernier*
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



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

RMB

11-4-16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



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.

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/18/16
Date

Grafton County Senior Citizens Council, Inc.
Name of the Contractor

Roberta J. Berner
Signature of Authorized Representative

Roberta J. Berner
Name of Authorized Representative

Executive Director
Title of Authorized Representative

11-4-2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Grafton County
Senior Citizens Council, Inc.
Name: *Roberta J. Beaman*
Title: *Executive Director*

11-4-2016
Date

Contractor Initials *RJB*
Date 11-4-16



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 028411510
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: _____ |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire nonprofit corporation formed July 13, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Roberta Berner is the duly elected President/Vice President/Treasurer/ Executive Director of this corporation and is still qualified and serving in such capacity.

Nov 4, 2016 Flora Meyer, Treasurer
(Date) Officer-Title

“No corporate seal.”

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On November 4th, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsey L. Cheney
Notary Public/Justice of the Peace

Date of expiration:

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2016

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 Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Delisle | CONTACT NAME: Sandra D. Delisle PHONE (A/C, No, Ext): 802-295-3329 E-MAIL ADDRESS: sdelisle@kinneypike.com | FAX (A/C, No): 802-296-6126 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Grafton County Senior Citizens Council Inc - PO Box 433 Lebanon, NH 03766 | INSURER A: Hanover Insurance Company | |
| | INSURER B: Wesco Insurance Company | |
| | 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 <input type="checkbox"/> OTHER | | | ZBV-8862911-06 | 10/25/2016 | 10/25/2017 | 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 Emp Ben. \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | ABV8808402-06 | 10/25/2016 | 10/25/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | UHV 8882696-06 | 10/25/2016 | 10/25/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WWC3236676 | 11/13/2016 | 11/13/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory Coverage applies in NH. No Excluded Officers.

CERTIFICATE HOLDER

STATENH

State of NH Dept. of Health &
 Human Services
 129 Pleasant St
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Supporting Aging in Community

Horse Meadow Senior Center
(N. Haverhill 787-2539)

Linwood Area Senior Services
(Lincoln 745-4705)

Littleton Area Senior Center
(Littleton 444-6050)

Mascoma Area Senior Center
(Canaan 523-4333)

Newfound Area Senior Services
(Bristol 744-8395)

Orford Area Senior Services
(Orford 353-9107)

Plymouth Regional Senior Center
(Plymouth 536-1204)

Upper Valley Senior Center
(Lebanon 448-4213)

Sponsoring

RSVP & The Volunteer Center
(toll-free 877-711-7787)

ServiceLink of Grafton County
(toll-free 866-634-9412)

*Grafton County
Senior Citizens Council, Inc.
is an equal opportunity provider.*

2016-17 Board of Directors

Patricia Brady, *President*

Larry Kelly, *Vice President*

Flora Meyer, *Treasurer*

Bob Muh, *Secretary*

Ralph Akins

Neil Castaldo

Ellen Flaherty

Carol Govoni

Clark Griffiths

Dick Jaeger

Craig Labore

Steve Marion

Rick Peck

Becky Smith

Frank Thibodeau

Roberta Berner, *Executive Director*

STATEMENT OF PURPOSE

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

GCSCC assumes an advocacy and leadership position with respect to identifying the needs and concerns of older persons and individuals with disabilities and informing the public of such needs.

GCSCC supports the concept of community focal points on aging wherein individuals may obtain access to comprehensive, community based services, and participate in activities that enhance their dignity, support their independence and encourage their involvement in the community.

GCSCC provides specific programs, services and educational opportunities in a variety of settings according to the availability of resources, and will pursue its mission in the most cost effective manner and through collaboration with other organizations.

Programs and services are based upon the following values:

- Older adults and adults with disabilities are individuals and adults with ambitions, capabilities and creative capacities.
- Older adults and persons with disabilities are capable of continued growth and development.
- Older adults and adults with disabilities, like all people, have certain basic needs, including opportunities for relationships and to experience a sense of achievement.
- Older adults and adults with disabilities, like all people, need access to sources of information, help for personal and family problems and the opportunity to learn from individuals coping with similar experiences.
- Older adults and adults with disabilities have a right to make choices and to be part of decision-making processes regarding issues which affect their lives.
- GCSCC will create and maintain a climate of respect, trust and support, and will provide opportunities for all individuals to exercise their skills and develop their potential as experienced adults, within the context of the whole community to which they belong and to which they bring their wisdom, experience and insight.

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**GRAFTON COUNTY SENIOR
CITIZENS COUNCIL, INC.**

FINANCIAL STATEMENTS
September 30, 2015 and 2014

SINGLE AUDIT REPORTS
September 30, 2015

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2015 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2015 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Grafton County Senior Citizens Council, Inc's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 3, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 14, 2016, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.



Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2015 and 2014
See Independent Auditor's Report

| ASSETS | 2015 | 2014 |
|--|-------------------------|-------------------------|
| CURRENT ASSETS | | |
| Cash, unrestricted | \$ 17,670 | \$ 10,615 |
| Cash, board designated | 47,249 | 40,340 |
| Cash, temporarily restricted | 14,586 | 19,689 |
| Investments | 324,889 | 383,299 |
| Investments, Endowment | 237,609 | 292,850 |
| Accounts receivable | 20,741 | 20,843 |
| Grants receivable | 361,398 | 173,644 |
| Inventories | 22,154 | 23,026 |
| Prepaid expenses | 89,993 | 30,990 |
| | <u>1,136,289</u> | <u>995,296</u> |
| LAND, BUILDING AND EQUIPMENT, at cost | | |
| Land, buildings and improvements | 2,497,855 | 2,494,394 |
| Equipment | 277,640 | 281,936 |
| Vehicles | 451,971 | 451,971 |
| Construction in progress | 131,293 | 3,850 |
| Accumulated depreciation | <u>(1,661,168)</u> | <u>(1,524,139)</u> |
| | <u>1,697,591</u> | <u>1,708,012</u> |
| Total Assets | <u>2,833,880</u> | <u>2,703,308</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES | | |
| Accounts payable | 91,384 | 50,603 |
| Accrued expenses | 136,648 | 114,222 |
| Deferred revenue | 35,738 | 32,408 |
| Line of credit | 119,985 | 70,000 |
| Security deposits | 325 | 325 |
| | <u>384,080</u> | <u>267,558</u> |
| NET ASSETS | | |
| Unrestricted | | |
| Operating | 13,814 | (13,808) |
| Board designated | 471,088 | 571,866 |
| Investment in fixed assets | <u>1,697,591</u> | <u>1,708,012</u> |
| | 2,182,493 | 2,266,070 |
| Temporarily restricted | 128,648 | 25,057 |
| Permanently restricted | <u>138,659</u> | <u>144,623</u> |
| | <u>2,449,800</u> | <u>2,435,750</u> |
| Total Liabilities and Net Assets | <u>\$ 2,833,880</u> | <u>\$ 2,703,308</u> |

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2015
With Comparative Totals For Year Ended September 30, 2014
See Independent Auditor's Report

| | 2015 | | | 2014 | |
|--|---------------------|------------------------|------------------------|---------------------|---------------------|
| | Unrestricted | Temporarily Restricted | Permanently Restricted | Memorandum Total | Memorandum Total |
| SUPPORT, REVENUES AND GAINS | | | | | |
| SUPPORT | | | | | |
| Contributions: | | | | | |
| Local government agencies | \$ 366,070 | \$ - | \$ - | \$ 366,070 | \$ 346,905 |
| Senior center activities | 71,323 | - | - | 71,323 | 98,319 |
| Program participant | 268,650 | - | - | 268,650 | 274,572 |
| General contributions and other | 327,458 | 11,950 | - | 339,408 | 353,192 |
| Contributions, non-cash | 341,943 | 150,000 | - | 491,943 | 261,172 |
| Special events | 32,086 | - | - | 32,086 | 33,293 |
| Bequests | 38,328 | - | - | 38,328 | 1,413 |
| United Way agencies | 30,442 | 8,584 | - | 39,026 | 36,302 |
| Governmental programs and fees for contract services | 2,100,351 | 40,000 | - | 2,140,351 | 1,902,934 |
| | <u>3,576,651</u> | <u>210,534</u> | <u>-</u> | <u>3,787,185</u> | <u>3,308,102</u> |
| REVENUES AND GAINS | | | | | |
| Rental | 23,370 | - | - | 23,370 | 28,864 |
| Interest and dividends | 18,120 | - | 2,645 | 20,765 | 24,620 |
| Net realized and unrealized gain (loss) on investments | (31,534) | - | (8,013) | (39,547) | 36,435 |
| Gain (loss) on disposal of fixed assets | - | - | - | - | 656 |
| | <u>9,956</u> | <u>-</u> | <u>(5,368)</u> | <u>4,588</u> | <u>90,575</u> |
| TOTAL SUPPORT, REVENUES AND GAINS | <u>3,586,607</u> | <u>210,534</u> | <u>(5,368)</u> | <u>3,791,773</u> | <u>3,398,677</u> |
| Net Assets Released From Donor Imposed Restrictions | | | | | |
| | <u>107,539</u> | <u>(106,943)</u> | <u>(596)</u> | <u>-</u> | <u>-</u> |
| EXPENSES | | | | | |
| PROGRAM SERVICES | | | | | |
| Senior transportation | 639,230 | - | - | 639,230 | 620,960 |
| Nutrition programs | 2,086,373 | - | - | 2,086,373 | 1,976,706 |
| Social services programs | 118,042 | - | - | 118,042 | 128,614 |
| Service Link | 458,129 | - | - | 458,129 | 406,068 |
| RSVP programs | 110,893 | - | - | 110,893 | 98,700 |
| Senior center activities | 29,971 | - | - | 29,971 | 59,491 |
| | <u>3,442,638</u> | <u>-</u> | <u>-</u> | <u>3,442,638</u> | <u>3,290,539</u> |
| SUPPORTING SERVICES | | | | | |
| Management and general | 302,522 | - | - | 302,522 | 286,122 |
| Fundraising | 32,563 | - | - | 32,563 | 31,001 |
| | <u>335,085</u> | <u>-</u> | <u>-</u> | <u>335,085</u> | <u>317,123</u> |
| TOTAL EXPENSES | <u>3,777,723</u> | <u>-</u> | <u>-</u> | <u>3,777,723</u> | <u>3,607,662</u> |
| NET INCREASE (DECREASE) IN NET ASSETS | <u>(83,577)</u> | <u>103,591</u> | <u>(5,964)</u> | <u>14,050</u> | <u>(208,985)</u> |
| NET ASSETS, BEGINNING OF YEAR | <u>2,266,070</u> | <u>25,057</u> | <u>144,623</u> | <u>2,435,750</u> | <u>2,644,735</u> |
| NET ASSETS, END OF YEAR | <u>\$ 2,182,493</u> | <u>\$ 128,648</u> | <u>\$ 138,659</u> | <u>\$ 2,449,800</u> | <u>\$ 2,435,750</u> |

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ending September 30, 2015
(With Comparative Totals for the Year Ended September 30, 2014)
 See Independent Auditor's Report

| | PROGRAM SERVICES | | | | | | | SUPPORT | | | MEMORANDUM TOTALS | |
|----------------------------|-----------------------|---------------------|--------------------|-------------------|-------------------|------------------|------------------------|------------------|---------------------|---------------------|-------------------|--|
| | Senior Transportation | Nutrition | Social Services | Service Link | RSVP | Senior Activity | Management and General | Fund Raising | 2015 | 2014 | | |
| Salaries and wages | \$ 271,985 | \$ 685,553 | \$ 77,505 | \$ 271,741 | \$ 70,052 | \$ - | \$ 156,202 | \$ 17,355 | \$ 1,550,393 | \$ 1,548,704 | | |
| Payroll taxes | 20,891 | 50,918 | 5,768 | 20,073 | 5,161 | - | 12,901 | 1,434 | 117,146 | 117,133 | | |
| Fringe benefits | 19,702 | 104,921 | 13,052 | 38,755 | 9,687 | - | 19,828 | 2,203 | 208,148 | 191,811 | | |
| Transportation | 9,882 | 51,387 | 2,182 | 34,725 | 7,735 | 19 | 4,302 | 478 | 110,710 | 85,954 | | |
| Supplies | 3,049 | 102,084 | 513 | 20,263 | 3,552 | 2,133 | 11,097 | 1,232 | 143,923 | 143,674 | | |
| Food and beverages | - | 380,475 | - | - | - | - | 65 | 7 | 380,547 | 357,055 | | |
| Donated food and supplies | - | 319,423 | - | - | - | - | - | - | 319,423 | 254,465 | | |
| Rent and utilities | 29,462 | 129,234 | 1,920 | 15,403 | 1,448 | - | 2,671 | 297 | 180,435 | 171,397 | | |
| Vehicle expense | 110,182 | - | - | - | - | - | 582 | 65 | 110,829 | 110,401 | | |
| Postage | 1,346 | 6,403 | 87 | 1,115 | 806 | 276 | 4,292 | 477 | 14,802 | 17,431 | | |
| Repairs and maintenance | 18,086 | 89,497 | 1,392 | 3,344 | 1,605 | 104 | 8,729 | 970 | 123,727 | 143,391 | | |
| Telephone and internet | 3,963 | 15,728 | 359 | 4,511 | 952 | - | 377 | 42 | 25,932 | 25,332 | | |
| Professional Fees | - | - | - | 1,740 | - | - | 44,184 | 4,910 | 50,834 | 24,554 | | |
| Bank and investment fees | 67 | 700 | - | - | 611 | - | 7,087 | 118 | 8,583 | 8,767 | | |
| Interest expense | - | - | - | - | - | - | 3,508 | - | 3,508 | 2,750 | | |
| Dues and subscriptions | 922 | 681 | 30 | 68 | 228 | - | 2,403 | 267 | 4,599 | 3,439 | | |
| Insurance | 51,451 | 95,858 | 14,155 | 31,171 | 4,793 | - | 9,440 | 1,062 | 207,930 | 138,531 | | |
| Marketing/public relations | 208 | 685 | 39 | 2,660 | 547 | - | 1,895 | 211 | 6,245 | 5,860 | | |
| Staff development | 2,673 | 2,115 | 115 | 2,269 | 1,013 | 30 | 1,993 | 221 | 10,429 | 13,003 | | |
| Printing and copying | 247 | 1,080 | 34 | 1,962 | 322 | - | 673 | 75 | 4,393 | 4,302 | | |
| Volunteer recognition | 1 | 85 | - | 84 | 117 | 288 | 331 | 37 | 943 | 1,762 | | |
| Miscellaneous expenses | 57 | 417 | 6 | 646 | 50 | - | 847 | 94 | 2,117 | 4,758 | | |
| Depreciation | 94,974 | 48,247 | 774 | 330 | - | - | - | - | 144,325 | 159,100 | | |
| Fundraising | 82 | 789 | 14 | 25 | 11 | 137 | 2,235 | 248 | 3,541 | 3,401 | | |
| Website costs | - | - | 97 | - | 327 | - | 6,792 | 755 | 7,971 | 2,320 | | |
| Other program expenses | - | - | - | 7,244 | 1,876 | 1,724 | 88 | 5 | 10,937 | 17,130 | | |
| Senior activity expense | - | 93 | - | - | - | 25,260 | - | - | 25,353 | 51,237 | | |
| Total Expenses | \$ 639,230 | \$ 2,086,373 | \$ 1,18,042 | \$ 458,129 | \$ 110,893 | \$ 29,971 | \$ 302,522 | \$ 32,563 | \$ 3,777,723 | \$ 3,607,662 | | |

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2015 and 2014
See Independent Auditor's Report

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Increase (decrease) in net assets | \$ 14,050 | \$ (208,985) |
| Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities: | | |
| Depreciation | 144,325 | 159,100 |
| Gain on sale of investments | (1,082) | (76,689) |
| Unrealized loss on investments | 40,629 | 40,254 |
| Gain on disposal of fixed assets | - | (656) |
| Contributions of fixed assets | (104,378) | (1) |
| Change in cash restricted | 5,103 | (14,325) |
| (Increase) decrease in operating assets | | |
| Accounts receivable | 102 | 2,244 |
| Grants receivable | (187,754) | 20,758 |
| Inventories | 872 | 1,465 |
| Prepaid expenses | (59,003) | (21,567) |
| Increase (decrease) in operating liabilities | | |
| Accounts payable - trade | 40,781 | 4,708 |
| Accrued expenses | 22,426 | (42,481) |
| Security deposits | - | - |
| Deferred revenue | 3,330 | 32,408 |
| Net cash used by operating activities | <u>(80,599)</u> | <u>(103,767)</u> |
| CASH FLOW FROM INVESTING ACTIVITIES: | | |
| Proceeds from sales on investments and Endowment | 624,888 | 597,438 |
| Purchases of investments and Endowment | (550,784) | (586,127) |
| Proceeds from sales of fixed assets | - | 656 |
| Cash paid for purchases of fixed assets | <u>(29,526)</u> | <u>(4,999)</u> |
| Net cash provided by investing activities | <u>44,578</u> | <u>6,968</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Net proceeds from line of credit | <u>49,985</u> | <u>70,000</u> |
| Net increase (decrease) in unrestricted cash | 13,964 | (26,799) |
| Unrestricted cash, beginning of year | <u>50,955</u> | <u>77,754</u> |
| Unrestricted cash, end of year | <u>\$ 64,919</u> | <u>\$ 50,955</u> |
| SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION | | |
| Cash paid for interest | <u>\$ 3,508</u> | <u>\$ 2,750</u> |
| Non cash contributions | <u>\$ 491,943</u> | <u>\$ 261,172</u> |
| Cost of fixed assets acquired | 133,904 | 5,000 |
| Donation of fixed assets | 104,378 | 1 |
| Net cash paid for fixed assets | <u>\$ 29,526</u> | <u>\$ 4,999</u> |

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2015 and 2014, respectively.

C. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures. Accordingly, actual results could differ from those estimates.

D. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

E. FINANCIAL STATEMENT PRESENTATION

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. IN-KIND CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2015 and 2014 amounted to 63,072 and 55,870 hours, respectively and are valued at \$7.25 per hour for a total of \$457,272 and \$405,058, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2015 contributed food, supplies, and fixed assets were \$319,423, \$6,842 and \$165,678, respectively. For the year ended September 30, 2014 contributed food, supplies, and fixed assets were \$253,780, \$7,391 and \$1, respectively.

G. INCOME TAXES

The exempt status of the Council is based upon the terms of an original Internal Revenue Service determination letter, dated July 1972, in which the Council maintained that it is an organization that operates exclusively for religious, charitable and educational purposes (as more fully defined in Internal Revenue Code Section 501(c)(3)). The Council has maintained that it is not a "private foundation" under Section 509(a)(2). The Council is required to file annual information returns for tax-exempt organizations with the Internal Revenue Service as well as the Department of Charitable Trusts of the New Hampshire Attorney General's Office. The council qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

H. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

I. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2015 and 2014.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

| | <u>Years</u> |
|----------------------------|--------------|
| Buildings and improvements | 7-50 |
| Equipment | 5-20 |
| Vehicles | 5-7 |

Depreciation expense recorded by the Council for the years ended September 30, 2015 and 2014 was \$144,325 and \$159,101, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2015 and 2014, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through January 14, 2016, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments are unrestricted, board designated. Investments were comprised of the following:

| | <u>2015</u> | <u>2014</u> |
|-------------------------------|------------------|------------------|
| Investments: | | |
| Money Markets | \$ 31,305 | \$ 29,678 |
| Bond Mutual Funds | 192,020 | 247,031 |
| ETFs | <u>132,869</u> | <u>136,268</u> |
| | 356,194 | 412,976 |
| Less amounts included in cash | <u>(31,305)</u> | <u>(29,678)</u> |
| Total | <u>\$324,889</u> | <u>\$383,299</u> |

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

The Investment, Endowment was comprised of the following:

| | <u>2015</u> | <u>2014</u> |
|-------------------------------|------------------|------------------|
| Investment , Endowment | | |
| Money Markets | \$ 15,944 | \$ 10,662 |
| Bonds | - | 10,262 |
| Bond Mutual Funds | 114,699 | 134,987 |
| ETFs | <u>122,910</u> | <u>147,601</u> |
| | 253,553 | 303,512 |
| Less amounts included in cash | <u>(15,944)</u> | <u>(10,662)</u> |
| Total | <u>\$237,609</u> | <u>\$292,850</u> |

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 "*Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds*" (FASB ASC Topic 958-205).

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) The duration and preservation of the various funds
- 2) The purposes of the donor-restricted endowment funds
- 3) General economic conditions
- 4) The possible effect of inflation and deflation
- 5) The expected total return from income and the appreciation of investments
- 6) Other resources of the Organization
- 7) The investment policies of the Organization

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 50% equities, 40% fixed income and 10% cash and cash equivalents.

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of permanently restricted funds. These permanently restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2015 and 2014 are as follows:

| | <u>Board Designated</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|-----------------------------|-----------------------------------|------------------|
| Endowment net assets, September 30, 2013 | \$152,944 | \$140,126 | \$293,070 |
| Net, contributions (withdrawals) | (6,524) | - | (6,524) |
| Investment income | 5,499 | 4,835 | 10,334 |
| Net appreciation | 4,321 | 7,154 | 11,475 |
| Withdrawals in accordance with spending policy | <u>(8,013)</u> | <u>(7,492)</u> | <u>(15,505)</u> |
| Endowment net assets, September 30, 2014 | \$148,227 | \$144,623 | \$292,850 |
| Net, contributions/withdrawals | (37,273) | - | (37,273) |
| Investment income | 3,699 | 2,645 | 6,344 |
| Net depreciation | (7,690) | (8,013) | (15,703) |
| Withdrawals in accordance with spending policy | <u>(8,013)</u> | <u>(596)</u> | <u>(8,609)</u> |
| Endowment net assets, September 30, 2015 | <u>\$ 98,950</u> | <u>\$138,659</u> | <u>\$237,609</u> |

5. CONCENTRATION OF CREDIT RISK

At September 30, 2015 and 2014, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1 Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized by securities held by the Council (or its agent) in the Council's name.

Category 2 Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.

Category 3 Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2015 and 2014, the Organization had no uninsured cash balances, respectively

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2015 and 2014

6. LINE OF CREDIT

The Council has a \$200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires September 15, 2016. The interest rate at September 30, 2015 and 2014 was 3.25%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2015 and 2014 was \$119,985 and \$70,000, respectively.

7. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. The lease expires in June 2017. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$13,271 and \$13,797 related to the lease, respectively.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$12,035 and \$11,976 related to this lease.

In October 2015 the Council entered into a one-year lease of property in Bristol, New Hampshire. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2014 the Council entered into a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2016. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

Future minimum lease payments on the above leases as of September 30 are:

| | |
|------------|------------------|
| 2016 | \$ 43,028 |
| 2017 | 20,003 |
| 2018 | 16,235 |
| 2019 | 4,200 |
| 2020 | 4,200 |
| Thereafter | <u>65,800</u> |
| | <u>\$153,466</u> |

The Council also leases office equipment under short-term operating lease agreements.

8. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

9. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2015:

| | |
|---|-------------|
| Federal and State Funded Contracts, Grants and Programs | \$2,140,351 |
| Percentage of Total Support and Revenues | 56% |

10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

| | <u>2015</u> | <u>2014</u> |
|-----------------------------------|-------------------|-------------------|
| Investment reserve | \$ 126,092 | \$ 111,285 |
| Mascoma area reserve | 19,551 | 24,616 |
| Plymouth reserve | 8,371 | 10,567 |
| Littleton reserve | 147,321 | 205,318 |
| Horse Meadow reserve | 54,859 | 61,191 |
| GCSCC Endowment fund | <u>114,894</u> | <u>158,889</u> |
| Total board designated net assets | <u>\$ 471,088</u> | <u>\$ 571,866</u> |

Temporarily restricted net assets consist of the following at September 30:

| | <u>2015</u> | <u>2014</u> |
|---|------------------|------------------|
| Plymouth deck fund | \$ 3,335 | \$ 3,335 |
| Plymouth refrigerator | 1,604 | 1,604 |
| Service Corps | 2,777 | 13,000 |
| Haverhill activity room | - | 1,200 |
| Lebanon transportation | 300 | 300 |
| Tree harp | 5,120 | 250 |
| Kitchen | 85 | - |
| Basket Raffle | 1,365 | - |
| United Way receivable | 8,584 | 5,368 |
| GC Emergency Food & Shelter receivable | 4,178 | - |
| Grafton County CDBG receivable | 61,300 | - |
| USDA Grant receivable | <u>40,000</u> | <u>-</u> |
| Total temporarily restricted net assets | <u>\$128,648</u> | <u>\$ 25,057</u> |

Permanently restricted net assets consist of the following at September 30:

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| Clapper Memorial Fund | \$ 29,419 | \$ 30,620 |
| Jean Clay fund | <u>109,240</u> | <u>114,003</u> |
| Total temporarily restricted net assets | <u>\$ 138,659</u> | <u>\$ 144,623</u> |

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

11. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

| | <u>Fair Value</u> | Quoted Prices in Active Markets For Identical Assets (Level 1) | Significant other Observable Inputs (Level 2) |
|---------------------|-------------------|---|---|
| <u>2015</u> | | | |
| Investments | \$ 562,498 | \$ 562,498 | \$ - |
| Accounts receivable | 20,741 | - | 20,741 |
| Grants receivable | <u>361,398</u> | <u>-</u> | <u>361,398</u> |
| | <u>\$ 944,637</u> | <u>\$ 562,498</u> | <u>\$ 382,139</u> |
| <u>2014</u> | | | |
| Investments | \$ 676,149 | \$ 676,149 | \$ - |
| Accounts receivable | 20,843 | - | 20,843 |
| Grants receivable | <u>173,644</u> | <u>-</u> | <u>173,644</u> |
| | <u>\$ 870,636</u> | <u>\$ 676,149</u> | <u>\$ 194,487</u> |

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

12. TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2014, 2013, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

13. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2015 and 2014 in the amounts of \$87,051 and \$86,894, respectively.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

14. COMMUNITY DEVELOPMENT INVESTMENT TAX CREDIT PROGRAM CONTRACT

The Organization entered into a community development investment tax credit program contract with the Community Development Finance Authority (CDFA). The contract is for a revitalization project that began in July 2014 and will end in July 2019. The contract was awarded to the Organization to provide funding toward senior citizen facility improvements at six of the Organization's sites. The total funds awarded for the project, net of a 20% program fee to CDFA are \$414,874.

CDFA is funding the award by providing NH tax credits to third-party donors. Donors who contribute to this project receive NH tax credits for future use. CDFA holds the funds on behalf of the Organization.

CDFA is making this grant contingent on the project's ability to obtain firm commitments in the amounts necessary to complete the project and will not release any tax credit funds held by CDFA until firm commitments are documented and provided to CDFA from the sources, or from acceptable substitute sources. All tax credit funds must be raised by Grafton County Senior Citizens Council, Inc. prior to release of funds to ensure project completion. Because of the contingent nature of this project, no amount has been included in the financial statements.

As of September 30, 2015 the Organization had met the first fundraising goal of \$187,500 of which \$150,000 of those funds are available for use when all contingent circumstances are met. The organization continues to raise funds.

15. RECLASSIFICATION

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 14, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2015. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Grafton County Senior Citizens Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grafton County Senior Citizens Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Grafton County Senior Citizens Council, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 Year Ended September 30, 2015

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditor’s Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133.
5. The auditor’s report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this Schedule.
7. The programs tested as major programs was:

Federal Program Cluster:

| | |
|--|--------|
| Title IIIB, Supportive Services and Senior Center | 93.044 |
| Title IIIC, Nutrition Services | 93.045 |
| Nutrition Services Incentive Program – Food Distribution | 93.053 |

8. The threshold used for distinguishing between Type A and B programs was: \$300,000.
9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

| <u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u> | <u>Federal CFDA #</u> | <u>Federal Expenditures</u> |
|---|---------------------------|---------------------------------|
| AGING-CLUSTER | | |
| US DEPARTMENT OF HEALTH AND HUMAN SERVICES | | |
| <i>Passed through the NH Department of Health and Human Services</i> | | |
| Title IIIB, Supportive Services and Senior Centers | 93.044 | \$ 133,130 |
| Title IIIC, Nutrition Services Incentive Program | 93.045 | 407,236 |
| Nutrition Services Incentive Program - Food Distribution | 93.053 | <u>133,148</u> |
| TOTAL AGING-CLUSTER | | <u>673,514</u> |
| OTHER PROGRAMS | | |
| CORPORATION FOR NATIONAL AND COMMUNITY SERVICE | | |
| <i>Direct Program</i> | | |
| Title IIA, Retired and Senior Volunteer Program (RSVP) | 94.002 | 92,767 |
| US DEPARTMENT OF HEALTH AND HUMAN SERVICES | | |
| <i>Passed through the Lakes Region Partnership for Public Health, Inc.</i> | | |
| State Planning & Establishment Grants for the Affordable Care Act's Exchanges | 93.525 | 62,339 |
| <i>Passed through the NH Department of Health and Human Services</i> | | |
| Title XX, Social Services Block Grant | 93.667 | <u>131,798</u> |
| TOTAL OTHER PROGRAMS | | <u>286,904</u> |
| TOTAL EXPENDITURES OF FEDERAL AWARDS | | <u><u>\$ 960,418</u></u> |

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – RECONCILIATION TO FINANCIAL STATEMENT AMOUNT

The total expenditures of federal awards per the accompanying schedule of expenditures of federal awards reconcile to the “Statement of Activities as follows:

| | |
|--|---------------------------|
| Federal Funding Portion of Expenditures of Award Programs | \$960,418 |
| Non-Federal Funding Portion of Expenditures of Award Programs | 1,448,583 |
| Program Income Included in Determination of Program Expenditures for Purposes of OMB Circular A-133 and Compliance Supplement | <u>(268,650)</u> |
| Governmental Programs and Fees for Services | <u><u>\$2,140,351</u></u> |

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

BOARD OF DIRECTORS

2016/2019

| Year/ Committee | Term | Board Member | Year/ Committee | Term | Board Member |
|---|---|---------------------|---|---|-----------------------------|
| | | ↓ | | | ↓ |
| 2016-2018 President | 2 nd 2018 | Patricia Brady | Program Planning & Evaluation | 1 st 2018 (filling unexpired term) | Ellen Flaherty, Co-Director |
| 2016-2018 Vice President Governance (chair) Facilities | 2 nd 2018 | Larry Kelly | | 1 st 2019 | Carol Govoni |
| 2015-2017 Treasurer Chair, Finance | 2 nd 2017 | Flora Meyer | Finance Facilities (co-chair) Marketing & Development | 3 rd 2018 | Clark Griffiths |
| 2016-2018 Secretary Personnel Marketing & Development | 2017 (filling unexp. term) | Bob Muh | Facilities (co-chair) Past President (2006-2010) | 2 nd 2018 | Richard G. Jaeger |
| Facilities | 2 nd 2019 | Ralph Akins | Program Planning & Evaluation (Chair) | 1 st 2018 | Craig Labore, |
| | 1 st 2019 | Neil Castaldo | | 1 st 2019 | Steve Marion |
| Marketing & Development | 1 st 2019 | Rick Peck | | | |

| | | | | |
|--|-------------------------|------------------------|--|--|
| Governance | 2 nd 2017 | Becky Smith, Executive | | |
| Finance Facilities | 2 nd 2018 | Frank Thibodeau | | |
| Roberta J. Berner, Executive Director Grafton County Senior Citizens Council, Inc. 10 Campbell St., PO Box 433 Lebanon, NH 03766 603-448-4897 (work); 603-790-8365 (home); 603-306-2166 (cell) rberner@gcscc.org | | | | |

ROBERTA J. BERNER

Professional Experience

- 1999- **Grafton County Senior Citizens Council** Lebanon, NH
Executive Director (2003-)
- CEO of nonprofit organization that provides a wide range of community-based services for elders in Grafton County, NH: work directly with Board of Directors and Board committees; represent the agency regionally and statewide; primary spokesperson for agency; manage budget of \$4 million, staff of more than 100, volunteer force of 1,000; with the Board direct programmatic, personnel, financial, and other managerial directions and decisions.
- Director of Marketing and Development (1999-2003)**
- Responsible for all private fund development and public relations: capital campaigns, annual fund, grant research and development, market development, annual report, other publications, media liaison; worked closely with Board of Directors and Board committees
- 1995-1998 **Middle Mississippi Girl Scout Council** Jackson, MS
Director of Fund Development and Public Relations
- Responsible for all fund raising and public relations; worked closely with Board of Directors and conducted volunteer trainings
- 1992-1994, 1988-1991 **Mississippi Forestry Association** Jackson, MS
Director of Communications
- Produced quarterly four-color trade magazine; responsible for special projects including music video, media relations, grants development; worked with board committee
- 1987-1998 **Other Professional Contracts & Positions** Jackson, MS
- | | |
|--------------------------------|--|
| Fund Development Officer | Foundation for the Mid South |
| Grants Development Coordinator | City of Jackson |
| Instructor | Department of History, Hinds Community College |
| Arts Education Coordinator | Arts Alliance of Jackson & Hinds County |
| Grants Writer | Tougaloo College, Planetarium, Jackson State Univ. |
| Editor | Mississippi Foundation for Public Broadcasting |
- 1985-1987 **Ohio Regional Association of Concert and Lecture Enterprises (Ohio Arts Presenters Network)** Columbus, OH
Executive Director
- Chief executive of trade organization for presenters of the performing arts, artists, and arts-related agencies; affiliate of Ohio Arts Council
- 1985-1987 **Other Professional Contracts** Columbus, OH
- | | |
|---------------------|----------------------------|
| Publications Editor | Columbus Jewish Foundation |
| | Columbus Museum of Art |
- 1980-1984 **Minnesota Council on Foundations** Minneapolis, MN
Program Associate, Public Programs
- Produced newspaper for private funders and nonprofit organizations in the Twin Cities; planned and executed grants workshops with Foundation Center staff; produced directory of Minnesota foundations

1978-1980 **Minneapolis Federation for Jewish Service** Minneapolis, MN
Director of Public Relations

- Supported annual \$10 million campaign with media relations, publications development, meeting planning

1974-1984 **Other Professional Contracts & Positions** Minneapolis-St. Paul, MN

| | |
|----------------------------|--|
| Public Information Officer | Sea Grant Program, University of Minnesota |
| Public Relations Writer | Cardiac Pacemakers, Inc. |
| Publications Editor | Enablers, Inc. |
| Instructor | Writing Lab, University of Minnesota |
| Reporter | Southside News |
| Teaching Assistant | American Studies, University of Minnesota |

1970-1974 **Gainesville Sun** Gainesville, FL
Reporter

- Features writer, news reporter

Education

M.A. American Studies, University of Minnesota 1977
Admitted to doctoral program; concentration: social welfare history

B.A. History, University of Florida 1974
Highest honors, departmental honors, Mortar Board, Danforth nominee

Professional Awards, Honors, Memberships

| | |
|--------------|---|
| 2014-present | Governor's Commission on Medicaid Care Management, Commissioner |
| 2014 | Micah Award, United Valley Interfaith Project |
| 2013-present | Grafton-Coos Regional Coordinating Committee for Community Transportation, Secretary-Treasurer |
| 2013-present | Executive Committee, Upper Valley Public Health Advisory Council |
| 2011 | Alumnus of Notable Achievement, Univ. of Minnesota, College of Liberal Arts |
| 2010 | Faculty, Institute for Life-Long Learning at Dartmouth |
| 2010, 2011 | Faculty, Aging in America Conference (NCOA/ASA) |
| 2009-2015 | Board of Directors, Kendal at Hanover; 2013-Chair, Governance Committee |
| 2008-2014 | State Coordinating Committee for Community Transportation, NH |
| 2006-2010 | President, New Hampshire Coalition of Aging Services |
| 2006-2008 | Governor's Task Force on Community Transportation, NH |
| 2007-2014 | Lebanon Rotary Club |
| 2005-2006 | Leadership New Hampshire |
| 1998-2005 | Lebanon Public Library Board of Trustees |
| 2003-2005 | CATV Board of Directors |
| 2001-2003 | Upper Valley Planned Giving Council, secretary |
| 1995-1998 | National Society of Fund-Raising Executives, board of directors, Mississippi chapter |
| 1989, 1993 | International Association of Business Communicators, Mississippi awards for best four-color magazine, best communications program |
| 1979-1984 | Women in Communications, Inc., Twin Cities Chapter award for best overall communications program, 1984 President, 1982-83 Officer and board member, 1979-1983 |
| 1979 | National Council of Jewish Federations, outstanding newspaper award |
| 1977, 1978 | Minnesota Education Association awards for youth services newsletter |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Grafton County Senior Citizens Council, Inc

Name of Program/Service:

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program

| | | | | Total Salary Amount Paid by Contract |
|---|--------------------------|----------|-------|---|
| ROBERTA BERNER | EXECUTIVE DIRECTOR | \$36,618 | 7.47% | \$2,735 |
| MICHAEL KING | DIRECTOR OF OPERATIONS | \$13,260 | 7.13% | \$946 |
| CAROLE ZANGLA | ASSOCIATE DIRECTOR** | \$5,096 | 7.13% | \$363 |
| BETSEY CHENEY | FINANCE DIRECTOR | \$25,480 | 7.13% | \$1,817 |
| IN PROCESS OF HIRING | ACCOUNTING SPECIALIST | \$16,640 | 7.13% | \$1,186 |
| THOMAS CAPUTO | ACCOUNTING/PAYROLL | \$7,426 | 7.13% | \$529 |
| CHRIS FINER | DATA SYSTEMS COORDINATOR | \$19,542 | 5.40% | \$1,056 |
| ELIZABETH FRASER | DATA SPECIALIST | \$4,093 | 7.13% | \$292 |
| SUSAN MATHEWS | DEVELOPMENT DIRECTOR | \$14,092 | 7.13% | \$1,005 |
| SHARON DUNBAR | HUMAN RESOURCES** | \$3,619 | 7.13% | \$258 |
| MICHELLE GRABOWSKI | EVENT PLANNER* | \$4,933 | 7.13% | \$352 |
| JILL VAHEY | SAFETY OFFICER*** | \$499 | 7.13% | \$36 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$10,575 |

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.

* The Event Planner works 70% for a Senior Center and 30% for Administration .

** The Associate Director & Human Resource Director work 80% for a Senior Center and 20% for Administration .

*** The Safety Officer works 97.5% for a Senior Center and 2.5% for Administration

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Grafton County Senior Citizens Council, Inc

Name of Program/Service:

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program

| | | | | Total Salary Amount Paid by Contract |
|---|--------------------------|----------|-------|--|
| ROBERTA BERNER | EXECUTIVE DIRECTOR | \$74,693 | 7.47% | \$5,580 |
| MICHAEL KING | DIRECTOR OF OPERATIONS | \$27,050 | 7.13% | \$1,929 |
| CAROLE ZANGLA | ASSOCIATE DIRECTOR** | \$10,396 | 7.13% | \$741 |
| BETSEY CHENEY | FINANCE DIRECTOR | \$51,979 | 7.13% | \$3,706 |
| IN PROCESS OF HIRING | ACCOUNTING SPECIALIST | \$33,946 | 7.13% | \$2,421 |
| THOMAS CAPUTO | ACCOUNTING/PAYROLL | \$15,153 | 7.13% | \$1,080 |
| CHRIS FINER | DATA SYSTEMS COORDINATOR | \$39,874 | 5.40% | \$2,154 |
| ELIZABETH FRASER | DATA SPECIALIST | \$8,349 | 7.13% | \$595 |
| SUSAN MATHEWS | DEVELOPMENT DIRECTOR | \$28,746 | 7.13% | \$2,050 |
| SHARON DUNBAR | HUMAN RESOURCES** | \$7,384 | 7.13% | \$526 |
| MICHELLE GRABOWSKI | EVENT PLANNER* | \$10,065 | 7.13% | \$718 |
| JILL VAHEY | SAFETY OFFICER*** | \$1,019 | 7.13% | \$73 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$21,572 |

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

* The Event Planner works 70% for a Senior Center and 30% for Administration .

** The Associate Director & Human Resource Director work 80% for a Senior Center and 20% for Administration .

*** The Safety Officer works 97.5% for a Senior Center and 2.5% for Administration

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Grafton County Senior Citizens Council, Inc

Name of Program/Service: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program

| | | | | Total Salary Amount Paid by Contract |
|---|--------------------------|----------|-------|---|
| ROBERTA BERNER | EXECUTIVE DIRECTOR | \$18,673 | 7.47% | \$1,395 |
| MICHAEL KING | DIRECTOR OF OPERATIONS | \$6,763 | 7.13% | \$482 |
| CAROLE ZANGLA | ASSOCIATE DIRECTOR** | \$2,599 | 7.13% | \$185 |
| BETSEY CHENEY | FINANCE DIRECTOR | \$12,995 | 7.13% | \$927 |
| IN PROCESS OF HIRING | ACCOUNTING SPECIALIST | \$8,486 | 7.13% | \$605 |
| THOMAS CAPUTO | ACCOUNTING/PAYROLL | \$3,788 | 7.13% | \$270 |
| CHRIS FINER | DATA SYSTEMS COORDINATOR | \$9,968 | 5.40% | \$538 |
| ELIZABETH FRASER | DATA SPECIALIST | \$2,087 | 7.13% | \$149 |
| SUSAN MATHEWS | DEVELOPMENT DIRECTOR | \$7,186 | 7.13% | \$512 |
| SHARON DUNBAR | HUMAN RESOURCES** | \$1,846 | 7.13% | \$132 |
| MICHELLE GRABOWSKI | EVENT PLANNER* | \$2,516 | 7.13% | \$179 |
| JILL VAHEY | SAFETY OFFICER*** | \$255 | 7.13% | \$18 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$5,393 |

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

* The Event Planner works 70% for a Senior Center and 30% for Administration .

** The Associate Director & Human Resource Director work 80% for a Senior Center and 20% for Administration .

*** The Safety Officer works 97.5% for a Senior Center and 2.5% for Administration

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-06)

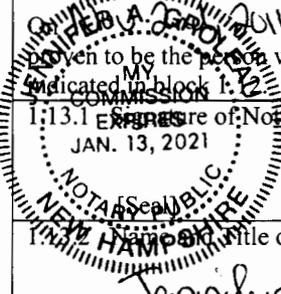
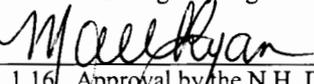
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Lakes Region Partnership for Public Health, Inc. | | 1.4 Contractor Address 67 Water Street, Suite 105 Laconia, NH 03246 | |
| 1.5 Contractor Phone Number 603-528-2145 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$833,125.75 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory ALICIA MILLHAM, Pres, Bd of Dir | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> I, <u>Alicia Millham</u> , do hereby certify that before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  | | | |
| 1.13.2 Title of Notary of Justice of the Peace Jennifer A. Groleau, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS Date: 11/18/16 | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan Apple - Attorney 11/29/16 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

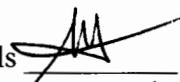
7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date


11.2.16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials
Date 11.2.16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
 - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
 - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
 - 2.1.2.1. Located in easily accessible areas.



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- 2.1.2.2. Provide sufficient space which shall include:
 - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
 - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
 - 2.1.2.2.3. Barrier-free/handicap access;
 - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
 - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
 - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
 - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
 - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
 - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
 - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
 - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
 - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
 - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
 - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



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- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:

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- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
 - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
 - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
 - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
 - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
 - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
 - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
 - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
 - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
 - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
 - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
 - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
 - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
 - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
 - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
 - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
 - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
 - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
 - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
 - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



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- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
- 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
- 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.2.3.12. Facilitate a caregiver support group as needed.
- 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
- 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
- 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
- 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
 - 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
 - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
 - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
 - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
 - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
 - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.

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- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
 - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
 - 2.2.5.2. Provide personalized counseling services.
 - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

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- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
 - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
 - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.2.6.3. Collaborate with community-based providers.
 - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
 - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
 - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



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- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
 - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
 - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
 - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
 - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



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- 2.2.8.3.1. Participate in hospital discharge planning meetings.
 - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
 - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
 - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
 - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services , problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
 - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
 - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



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- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
 - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
 - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
 - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
 - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.2.10.3.2. Conduct follow-up contacts.
 - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
 - 2.2.10.3.4. Develop a media list for the geographic area served.
 - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.2.10.4. Be responsible for purchasing media in their local area.
 - 2.2.10.5. Comply with procedures for reporting defined by the Department.

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2.2.10.6. Be required to meet or exceed the following performance measures:

| Performance Measure | Reporting Method |
|--|---|
| 1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months. | Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. |
| 2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services. | Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM). |
| 3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month. | Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department. |
| 4. Demonstrate partnerships and evaluate effectiveness and lessons learned. | SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department. |

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
 - 3.2.1. Number of individuals served.
 - 3.2.2. Types of information/referrals provided to individuals.
 - 3.2.3. Follow-up services performed and frequency of services delivered.
 - 3.2.4. Length of contact.
 - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



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- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
 - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
 - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
 - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



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The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
 - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
 - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
 - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
 - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



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- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
 - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
 - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
 - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
 - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
 - 5.6.5.2. Within 6 months of hire:
 - 5.6.5.2.1. SHIP training and assessments;
 - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
 - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



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deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
 - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
 - 5.7.1.1. Carroll and Sullivan .25 FTE;
 - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
 - 5.7.1.3. Grafton .75 FTE;
 - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
 - 5.7.1.5. Rockingham 1.25 FTE.
 - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
 - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
 - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
 - 5.7.2.3. Merrimack County 2 FTE; and
 - 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.

AA

11.2.16



Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
 - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
 - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
 - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
 - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
 - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
 - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
 - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must:
 - 3.2.1 Clearly identify the amount requested and the services performed during that period.
 - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager
NH Department of Health and Human Services
Office of Human Services
129 Pleasant Street
Concord, NH 03301



Exhibit B

-
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
 6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

**Exhibit B-1
Belknap County**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP COUNTY SERVICELINK RESOURCE CENTER

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services.
New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHHS contract share | | |
|-----------------------------------|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|--------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 100,383.00 | \$ 15,509.00 | \$ 115,892.00 | \$ 13,927.00 | \$ 2,595.00 | \$ 16,522.00 | \$ 95,455.00 | \$ 12,914.00 | \$ 99,370.00 |
| 2. Employee Benefits | \$ 19,200.93 | \$ 2,275.00 | \$ 21,475.93 | \$ 3,085.00 | \$ 366.00 | \$ 3,431.00 | \$ 16,135.93 | \$ 1,909.00 | \$ 18,044.93 |
| 3. Consultants | \$ 1,840.00 | \$ - | \$ 1,840.00 | \$ 1,840.00 | \$ - | \$ 1,840.00 | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 1,126.00 | \$ - | \$ 1,126.00 | \$ 153.00 | \$ - | \$ 153.00 | \$ 973.00 | \$ - | \$ 973.00 |
| Repair and Maintenance | \$ 1,085.00 | \$ - | \$ 1,085.00 | \$ 165.00 | \$ - | \$ 165.00 | \$ 900.00 | \$ - | \$ 900.00 |
| Purchase/Depreciation | \$ 185.00 | \$ - | \$ 185.00 | \$ 185.00 | \$ - | \$ 185.00 | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 2,372.00 | \$ - | \$ 2,372.00 | \$ 207.00 | \$ - | \$ 207.00 | \$ 2,165.00 | \$ - | \$ 2,165.00 |
| 6. Travel | \$ 2,275.00 | \$ - | \$ 2,275.00 | \$ 530.00 | \$ - | \$ 530.00 | \$ 1,745.00 | \$ - | \$ 1,745.00 |
| 7. Occupancy | \$ 12,230.00 | \$ - | \$ 12,230.00 | \$ 4,859.00 | \$ - | \$ 4,859.00 | \$ 7,371.00 | \$ - | \$ 7,371.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 683.00 | \$ - | \$ 683.00 | \$ 147.00 | \$ - | \$ 147.00 | \$ 536.00 | \$ - | \$ 536.00 |
| Postage | \$ 532.00 | \$ - | \$ 532.00 | \$ 71.00 | \$ - | \$ 71.00 | \$ 461.00 | \$ - | \$ 461.00 |
| Subscriptions | \$ 233.00 | \$ - | \$ 233.00 | \$ 28.00 | \$ - | \$ 28.00 | \$ 205.00 | \$ - | \$ 205.00 |
| Audit and Legal | \$ 730.00 | \$ - | \$ 730.00 | \$ 214.00 | \$ - | \$ 214.00 | \$ 516.00 | \$ - | \$ 516.00 |
| Insurance | \$ 1,326.00 | \$ - | \$ 1,326.00 | \$ 290.00 | \$ - | \$ 290.00 | \$ 1,036.00 | \$ - | \$ 1,036.00 |
| Board Expenses | \$ 17.00 | \$ - | \$ 17.00 | \$ 17.00 | \$ - | \$ 17.00 | \$ - | \$ - | \$ - |
| 9. Software | \$ 2,319.00 | \$ - | \$ 2,319.00 | \$ 2,199.00 | \$ - | \$ 2,199.00 | \$ 120.00 | \$ - | \$ 120.00 |
| 10. Marketing/Communications | \$ 786.00 | \$ - | \$ 786.00 | \$ - | \$ - | \$ - | \$ 786.00 | \$ - | \$ 786.00 |
| 11. Staff Education and Training | \$ 179.00 | \$ - | \$ 179.00 | \$ - | \$ - | \$ - | \$ 179.00 | \$ - | \$ 179.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (cannot be a commodity) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting expense | \$ 823.00 | \$ - | \$ 823.00 | \$ 675.00 | \$ - | \$ 675.00 | \$ 148.00 | \$ - | \$ 148.00 |
| Community education | \$ 2,850.00 | \$ - | \$ 2,850.00 | \$ 1,350.00 | \$ - | \$ 1,350.00 | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| TOTAL | \$ 151,134.83 | \$ 17,844.00 | \$ 168,978.83 | \$ 29,902.00 | \$ 2,961.00 | \$ 32,863.00 | \$ 121,232.83 | \$ 14,823.00 | \$ 136,055.83 |

Indirect As A Percent of Direct

11.6%

Contractor Initials: _____
Date: _____

Alp
11.2.16

**Exhibit B-1
Carroll County**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICELINK RESOURCE CENTER

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:
New Hampshire ServiceLink Program
(Name of BPP)

Budget Period: State Fiscal Year 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|-------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Passed | Total | Direct Incremental | Indirect Passed | Total | Direct Incremental | Indirect Passed | Total |
| 1. Total Salary/Wages | \$ 78,097.00 | \$ 12,261.00 | \$ 90,358.00 | \$ 12,351.00 | \$ 2,301.00 | \$ 14,652.00 | \$ 65,745.00 | \$ 9,960.00 | \$ 75,705.00 |
| 2. Employee Benefits | \$ 15,066.00 | \$ 1,797.00 | \$ 16,863.00 | \$ 2,718.00 | \$ 325.00 | \$ 3,043.00 | \$ 12,350.00 | \$ 1,472.00 | \$ 13,822.00 |
| 3. Consultants | \$ 400.00 | \$ - | \$ 400.00 | \$ 400.00 | \$ - | \$ 400.00 | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 885.00 | \$ - | \$ 885.00 | \$ 136.00 | \$ - | \$ 136.00 | \$ 750.00 | \$ - | \$ 750.00 |
| Repair and Maintenance | \$ 841.00 | \$ - | \$ 841.00 | \$ 147.00 | \$ - | \$ 147.00 | \$ 694.00 | \$ - | \$ 694.00 |
| Purchase/Deprecation | \$ 347.00 | \$ - | \$ 347.00 | \$ 147.00 | \$ - | \$ 147.00 | \$ 200.00 | \$ - | \$ 200.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,079.82 | \$ - | \$ 1,079.82 | \$ 181.00 | \$ - | \$ 181.00 | \$ 898.82 | \$ - | \$ 898.82 |
| 6. Travel | \$ 3,715.00 | \$ - | \$ 3,715.00 | \$ 470.00 | \$ - | \$ 470.00 | \$ 3,245.00 | \$ - | \$ 3,245.00 |
| 7. Occupancy | \$ 12,533.00 | \$ - | \$ 12,533.00 | \$ 1,649.00 | \$ - | \$ 1,649.00 | \$ 10,884.00 | \$ - | \$ 10,884.00 |
| 8. Current Expenses: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,076.00 | \$ - | \$ 1,076.00 | \$ 130.00 | \$ - | \$ 130.00 | \$ 946.00 | \$ - | \$ 946.00 |
| Postage | \$ 418.00 | \$ - | \$ 418.00 | \$ 63.00 | \$ - | \$ 63.00 | \$ 355.00 | \$ - | \$ 355.00 |
| Subscriptions | \$ 183.00 | \$ - | \$ 183.00 | \$ 25.00 | \$ - | \$ 25.00 | \$ 158.00 | \$ - | \$ 158.00 |
| Audit and Legal | \$ 587.00 | \$ - | \$ 587.00 | \$ 189.00 | \$ - | \$ 189.00 | \$ 398.00 | \$ - | \$ 398.00 |
| Insurance | \$ 1,057.00 | \$ - | \$ 1,057.00 | \$ 257.00 | \$ - | \$ 257.00 | \$ 800.00 | \$ - | \$ 800.00 |
| 9. Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ 108.00 | \$ - | \$ 108.00 | \$ 15.00 | \$ - | \$ 15.00 | \$ 93.00 | \$ - | \$ 93.00 |
| 10. Marketing/Communications | \$ 3,024.00 | \$ - | \$ 3,024.00 | \$ 2,184.00 | \$ - | \$ 2,184.00 | \$ 840.00 | \$ - | \$ 840.00 |
| 11. Staff Education and Training | \$ 138.00 | \$ - | \$ 138.00 | \$ - | \$ - | \$ - | \$ 138.00 | \$ - | \$ 138.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specify below if mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting expense | \$ 339.00 | \$ - | \$ 339.00 | \$ 225.00 | \$ - | \$ 225.00 | \$ 114.00 | \$ - | \$ 114.00 |
| Community education training | \$ 1,350.00 | \$ - | \$ 1,350.00 | \$ 1,350.00 | \$ - | \$ 1,350.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 121,248.82 | \$ 14,068.00 | \$ 135,316.82 | \$ 22,637.00 | \$ 2,626.00 | \$ 25,263.00 | \$ 98,909.82 | \$ 11,432.00 | \$ 110,341.82 |

Indirect As A Percent of Direct 11.6%

Contractor Initials: _____
Date: _____

AA
11.2.16

**Exhibit B-2
Belknap County**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP
Bidder/Program Name: COUNTY SERVICELINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services.
Budget Request for: New Hampshire Servitolink Program
(Name of RFP)

Budget Period: State Fiscal Year 2018

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHHS contract share | | |
|---------------------------------------|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|--------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 193,409.00 | \$ 90,996.00 | \$ 224,405.00 | \$ 28,273.00 | \$ 5,268.00 | \$ 33,541.00 | \$ 165,136.00 | \$ 25,728.00 | \$ 190,864.00 |
| 2. Employee Benefits | \$ 37,846.00 | \$ 4,729.00 | \$ 42,375.00 | \$ 6,314.00 | \$ 753.00 | \$ 7,067.00 | \$ 31,332.00 | \$ 3,976.00 | \$ 35,308.00 |
| 3. Consultants | \$ 3,880.00 | \$ - | \$ 3,880.00 | \$ 3,880.00 | \$ - | \$ 3,880.00 | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 2,224.00 | \$ - | \$ 2,224.00 | \$ 307.00 | \$ - | \$ 307.00 | \$ 1,917.00 | \$ - | \$ 1,917.00 |
| Repair and Maintenance | \$ 2,101.00 | \$ - | \$ 2,101.00 | \$ 331.00 | \$ - | \$ 331.00 | \$ 1,770.00 | \$ - | \$ 1,770.00 |
| Purchase/Depreciation | \$ 330.00 | \$ - | \$ 330.00 | \$ 330.00 | \$ - | \$ 330.00 | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 2,708.00 | \$ - | \$ 2,708.00 | \$ 415.00 | \$ - | \$ 415.00 | \$ 2,293.00 | \$ - | \$ 2,293.00 |
| 6. Travel | \$ 5,798.00 | \$ - | \$ 5,798.00 | \$ 1,060.00 | \$ - | \$ 1,060.00 | \$ 4,738.00 | \$ - | \$ 4,738.00 |
| 7. Occupancy | \$ 24,750.00 | \$ - | \$ 24,750.00 | \$ 10,010.00 | \$ - | \$ 10,010.00 | \$ 14,740.00 | \$ - | \$ 14,740.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,345.00 | \$ - | \$ 1,345.00 | \$ 292.00 | \$ - | \$ 292.00 | \$ 1,053.00 | \$ - | \$ 1,053.00 |
| Postage | \$ 1,050.00 | \$ - | \$ 1,050.00 | \$ 142.00 | \$ - | \$ 142.00 | \$ 908.00 | \$ - | \$ 908.00 |
| Subscriptions | \$ 462.00 | \$ - | \$ 462.00 | \$ 56.00 | \$ - | \$ 56.00 | \$ 406.00 | \$ - | \$ 406.00 |
| Audit and Legal | \$ 1,456.00 | \$ - | \$ 1,456.00 | \$ 427.00 | \$ - | \$ 427.00 | \$ 1,029.00 | \$ - | \$ 1,029.00 |
| Insurance | \$ 2,845.00 | \$ - | \$ 2,845.00 | \$ 580.00 | \$ - | \$ 580.00 | \$ 2,065.00 | \$ - | \$ 2,065.00 |
| 9. Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ 271.00 | \$ - | \$ 271.00 | \$ 33.00 | \$ - | \$ 33.00 | \$ 238.00 | \$ - | \$ 238.00 |
| 10. Marketing/Communications | \$ 5,948.00 | \$ - | \$ 5,948.00 | \$ 4,400.00 | \$ - | \$ 4,400.00 | \$ 1,548.00 | \$ - | \$ 1,548.00 |
| 11. Staff Education and Training | \$ 357.00 | \$ - | \$ 357.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 357.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Specify date if mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting expense | \$ 1,645.00 | \$ - | \$ 1,645.00 | \$ 1,350.00 | \$ - | \$ 1,350.00 | \$ 295.00 | \$ - | \$ 295.00 |
| Community education training | \$ 2,700.00 | \$ - | \$ 2,700.00 | \$ 2,700.00 | \$ - | \$ 2,700.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 290,823.00 | \$ 36,725.00 | \$ 328,248.00 | \$ 60,700.00 | \$ 6,021.00 | \$ 66,721.00 | \$ 220,823.00 | \$ 26,704.00 | \$ 250,527.00 |

Indirect As A Percent of Direct

12.3%

Contractor Initials _____
Date: _____

Handwritten signature
11.2.16

**Exhibit B-2
Carroll County**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL COUNTY SERVICELINK RESOURCE CENTER

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:
New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2018

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHS contract share | | |
|-----------------------------------|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Funded | Total | Direct Incremental | Indirect Funded | Total | Direct Incremental | Indirect Funded | Total |
| 1 Total Salary/Wages | \$ 153,193.00 | \$ 24,620.00 | \$ 177,813.00 | \$ 24,701.00 | \$ 4,602.00 | \$ 29,303.00 | \$ 128,482.00 | \$ 20,018.00 | \$ 148,500.00 |
| 2 Employee Benefits | \$ 29,815.00 | \$ 3,744.00 | \$ 33,559.00 | \$ 5,436.00 | \$ 650.00 | \$ 6,086.00 | \$ 24,379.00 | \$ 3,094.00 | \$ 27,473.00 |
| 3 Consultants | \$ 800.00 | \$ - | \$ 800.00 | \$ 800.00 | \$ - | \$ 800.00 | \$ - | \$ - | \$ - |
| 4 Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 1,763.00 | \$ - | \$ 1,763.00 | \$ 272.00 | \$ - | \$ 272.00 | \$ 1,491.00 | \$ - | \$ 1,491.00 |
| Repair and Maintenance | \$ 1,671.00 | \$ - | \$ 1,671.00 | \$ 293.00 | \$ - | \$ 293.00 | \$ 1,378.00 | \$ - | \$ 1,378.00 |
| Purchase/Depreciation | \$ 293.00 | \$ - | \$ 293.00 | \$ 293.00 | \$ - | \$ 293.00 | \$ - | \$ - | \$ - |
| 5 Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 2,149.00 | \$ - | \$ 2,149.00 | \$ 367.00 | \$ - | \$ 367.00 | \$ 1,782.00 | \$ - | \$ 1,782.00 |
| 6 Travel | \$ 7,337.00 | \$ - | \$ 7,337.00 | \$ 940.00 | \$ - | \$ 940.00 | \$ 6,397.00 | \$ - | \$ 6,397.00 |
| 7 Occupancy | \$ 17,871.00 | \$ - | \$ 17,871.00 | \$ 3,297.00 | \$ - | \$ 3,297.00 | \$ 14,574.00 | \$ - | \$ 14,574.00 |
| 8 Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,146.00 | \$ - | \$ 2,146.00 | \$ 259.00 | \$ - | \$ 259.00 | \$ 1,887.00 | \$ - | \$ 1,887.00 |
| Postage | \$ 832.00 | \$ - | \$ 832.00 | \$ 126.00 | \$ - | \$ 126.00 | \$ 706.00 | \$ - | \$ 706.00 |
| Subscriptions | \$ 366.00 | \$ - | \$ 366.00 | \$ 50.00 | \$ - | \$ 50.00 | \$ 316.00 | \$ - | \$ 316.00 |
| Audit and Legal | \$ 1,180.00 | \$ - | \$ 1,180.00 | \$ 379.00 | \$ - | \$ 379.00 | \$ 801.00 | \$ - | \$ 801.00 |
| Insurance | \$ 2,120.00 | \$ - | \$ 2,120.00 | \$ 514.00 | \$ - | \$ 514.00 | \$ 1,606.00 | \$ - | \$ 1,606.00 |
| 9 Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ 214.00 | \$ - | \$ 214.00 | \$ 29.00 | \$ - | \$ 29.00 | \$ 185.00 | \$ - | \$ 185.00 |
| 10 Marketing/Communications | \$ 6,042.00 | \$ - | \$ 6,042.00 | \$ 4,369.00 | \$ - | \$ 4,369.00 | \$ 1,673.00 | \$ - | \$ 1,673.00 |
| 11 Staff Education and Training | \$ 278.00 | \$ - | \$ 278.00 | \$ - | \$ - | \$ - | \$ 278.00 | \$ - | \$ 278.00 |
| 12 Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13 Other (specify data mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting expense | \$ 680.00 | \$ - | \$ 680.00 | \$ 450.00 | \$ - | \$ 450.00 | \$ 230.00 | \$ - | \$ 230.00 |
| Community education training | \$ 2,700.00 | \$ - | \$ 2,700.00 | \$ 2,700.00 | \$ - | \$ 2,700.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 231,450.00 | \$ 28,364.00 | \$ 259,814.00 | \$ 46,275.00 | \$ 5,252.00 | \$ 51,527.00 | \$ 188,175.00 | \$ 23,112.00 | \$ 209,287.00 |

Indirect As A Percent of Direct 12.3%

Contractor Initials: _____
Date: _____

AA
11.2.16

**Exhibit B-3
Belknap County**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / BELKNAP COUNTY SERVICELINK RESOURCE CENTER

Budget Request for: Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services:
New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2019

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHHS contract share | | |
|---------------------------------------|---------------------|--------------------|---------------------|--------------------------|--------------------|---------------------|--------------------------------|--------------------|---------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1 Total Salary/Wages | \$ 48,457.00 | \$ 7,768.00 | \$ 56,225.00 | \$ 7,173.00 | \$ 1,336.00 | \$ 8,509.00 | \$ 41,284.00 | \$ 6,432.00 | \$ 47,716.00 |
| 2 Employee Benefits | \$ 9,459.00 | \$ 1,188.00 | \$ 10,647.00 | \$ 1,628.00 | \$ 194.00 | \$ 1,822.00 | \$ 7,833.00 | \$ 994.00 | \$ 8,827.00 |
| 3 Consultants | \$ 920.00 | \$ - | \$ 920.00 | \$ 920.00 | \$ - | \$ 920.00 | \$ - | \$ - | \$ - |
| 4 Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 556.00 | \$ - | \$ 556.00 | \$ 77.00 | \$ - | \$ 77.00 | \$ 479.00 | \$ - | \$ 479.00 |
| Repair and Maintenance | \$ 525.00 | \$ - | \$ 525.00 | \$ 83.00 | \$ - | \$ 83.00 | \$ 442.00 | \$ - | \$ 442.00 |
| Purchase/Depreciation | \$ 83.00 | \$ - | \$ 83.00 | \$ 83.00 | \$ - | \$ 83.00 | \$ - | \$ - | \$ - |
| 5 Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 786.00 | \$ - | \$ 786.00 | \$ 101.00 | \$ - | \$ 101.00 | \$ 685.00 | \$ - | \$ 685.00 |
| 6 Travel | \$ 1,450.00 | \$ - | \$ 1,450.00 | \$ 285.00 | \$ - | \$ 285.00 | \$ 1,165.00 | \$ - | \$ 1,165.00 |
| 7 Occupancy | \$ 6,263.00 | \$ - | \$ 6,263.00 | \$ 2,578.00 | \$ - | \$ 2,578.00 | \$ 3,685.00 | \$ - | \$ 3,685.00 |
| 8 Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 337.00 | \$ - | \$ 337.00 | \$ 73.00 | \$ - | \$ 73.00 | \$ 264.00 | \$ - | \$ 264.00 |
| Postage | \$ 263.00 | \$ - | \$ 263.00 | \$ 36.00 | \$ - | \$ 36.00 | \$ 227.00 | \$ - | \$ 227.00 |
| Subscriptions | \$ 115.00 | \$ - | \$ 115.00 | \$ 14.00 | \$ - | \$ 14.00 | \$ 101.00 | \$ - | \$ 101.00 |
| Audit and Legal | \$ 364.00 | \$ - | \$ 364.00 | \$ 107.00 | \$ - | \$ 107.00 | \$ 257.00 | \$ - | \$ 257.00 |
| Insurance | \$ 661.00 | \$ - | \$ 661.00 | \$ 145.00 | \$ - | \$ 145.00 | \$ 516.00 | \$ - | \$ 516.00 |
| 9 Board Expenses | \$ 67.00 | \$ - | \$ 67.00 | \$ 8.00 | \$ - | \$ 8.00 | \$ 59.00 | \$ - | \$ 59.00 |
| 10 Marketing/Communications | \$ 1,686.00 | \$ - | \$ 1,686.00 | \$ 1,100.00 | \$ - | \$ 1,100.00 | \$ 586.00 | \$ - | \$ 586.00 |
| 11 Staff Education and Training | \$ 89.00 | \$ - | \$ 89.00 | \$ - | \$ - | \$ - | \$ 89.00 | \$ - | \$ 89.00 |
| 12 Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13 Other (specify below if mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting expense | \$ 612.00 | \$ - | \$ 612.00 | \$ 338.00 | \$ - | \$ 338.00 | \$ 274.00 | \$ - | \$ 274.00 |
| Community education training | \$ 675.00 | \$ - | \$ 675.00 | \$ 675.00 | \$ - | \$ 675.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 73,368.00 | \$ 8,958.00 | \$ 82,324.00 | \$ 16,402.00 | \$ 1,530.00 | \$ 16,932.00 | \$ 67,000.00 | \$ 7,428.00 | \$ 74,428.00 |

Indirect As A Percent of Direct 12.2%

Contractor Initials: _____
Date: _____

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11.2.16

**Exhibit B-3
Carroll County**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. / CARROLL
Bidder/Program Name: COUNTY SERVICELINK RESOURCE CENTER

Improving Access to Information and Services for Individuals and
Families Needing Long Term Supports and Services:
Budget Request for: New Hampshire ServiceLink Program
(Name of RFP)

Budget Period: State Fiscal Year 2019

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHA contract share | | |
|--------------------------------------|---------------------|--------------------|---------------------|--------------------------|--------------------|---------------------|------------------------------|--------------------|---------------------|
| | Direct Incremental | Indirect (Fixed) | Total | Direct Incremental | Indirect (Fixed) | Total | Direct Incremental | Indirect (Fixed) | Total |
| 1 Total Salary/Wages | \$ 38,297.00 | \$ 6,156.00 | \$ 44,453.00 | \$ 5,175.00 | \$ 1,151.00 | \$ 7,326.00 | \$ 32,122.00 | \$ 5,005.00 | \$ 37,127.00 |
| 2 Employee Benefits | \$ 7,454.00 | \$ 935.00 | \$ 8,389.00 | \$ 1,359.00 | \$ 162.00 | \$ 1,521.00 | \$ 6,095.00 | \$ 773.00 | \$ 6,868.00 |
| 3 Consultants | \$ 200.00 | \$ - | \$ 200.00 | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ - | \$ - |
| 4 Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 440.00 | \$ - | \$ 440.00 | \$ 68.00 | \$ - | \$ 68.00 | \$ 372.00 | \$ - | \$ 372.00 |
| Repair and Maintenance | \$ 418.00 | \$ - | \$ 418.00 | \$ 73.00 | \$ - | \$ 73.00 | \$ 345.00 | \$ - | \$ 345.00 |
| Purchase/Depreciation | \$ 73.00 | \$ - | \$ 73.00 | \$ 73.00 | \$ - | \$ 73.00 | \$ - | \$ - | \$ - |
| 5 Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 641.00 | \$ - | \$ 641.00 | \$ 93.00 | \$ - | \$ 93.00 | \$ 548.00 | \$ - | \$ 548.00 |
| 6 Travel | \$ 1,834.00 | \$ - | \$ 1,834.00 | \$ 235.00 | \$ - | \$ 235.00 | \$ 1,599.00 | \$ - | \$ 1,599.00 |
| 7 Occupancy | \$ 4,467.00 | \$ - | \$ 4,467.00 | \$ 824.00 | \$ - | \$ 824.00 | \$ 3,643.00 | \$ - | \$ 3,643.00 |
| 8 Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 537.00 | \$ - | \$ 537.00 | \$ 65.00 | \$ - | \$ 65.00 | \$ 472.00 | \$ - | \$ 472.00 |
| Postage | \$ 209.00 | \$ - | \$ 209.00 | \$ 32.00 | \$ - | \$ 32.00 | \$ 177.00 | \$ - | \$ 177.00 |
| Subscriptions | \$ 91.00 | \$ - | \$ 91.00 | \$ 12.00 | \$ - | \$ 12.00 | \$ 79.00 | \$ - | \$ 79.00 |
| Audit and Legal | \$ 295.00 | \$ - | \$ 295.00 | \$ 95.00 | \$ - | \$ 95.00 | \$ 200.00 | \$ - | \$ 200.00 |
| Insurance | \$ 527.00 | \$ - | \$ 527.00 | \$ 128.00 | \$ - | \$ 128.00 | \$ 399.00 | \$ - | \$ 399.00 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9 Software | \$ 54.00 | \$ - | \$ 54.00 | \$ 7.00 | \$ - | \$ 7.00 | \$ 47.00 | \$ - | \$ 47.00 |
| 10 Marketing/Communications | \$ 1,712.00 | \$ - | \$ 1,712.00 | \$ 1,092.00 | \$ - | \$ 1,092.00 | \$ 620.00 | \$ - | \$ 620.00 |
| 11 Staff Education and Training | \$ 69.00 | \$ - | \$ 69.00 | \$ - | \$ - | \$ - | \$ 69.00 | \$ - | \$ 69.00 |
| 12 Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13 Other (specify details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meeting expense | \$ 369.00 | \$ - | \$ 369.00 | \$ 112.00 | \$ - | \$ 112.00 | \$ 257.00 | \$ - | \$ 257.00 |
| Community education training | \$ 675.00 | \$ - | \$ 675.00 | \$ 675.00 | \$ - | \$ 675.00 | \$ - | \$ - | \$ - |
| TOTAL | \$ 58,362.00 | \$ 7,091.00 | \$ 65,453.00 | \$ 11,318.00 | \$ 1,313.00 | \$ 12,631.00 | \$ 47,044.00 | \$ 5,778.00 | \$ 52,822.00 |

Indirect As A Percent of Direct

12.2%

Contractor Initials: _____
Date: _____

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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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



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: *LAKES Region Partnership for Public Health, Inc*

11.2.16
Date

Alison McElhannon
Name:
Title: *Pres. Bd of Dir.*



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Lakes Region Partnership for Public Health, Inc.

11.2.16
Date

Alison Millhane
Name:
Title: Pres. Bd of Dir.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lakes Region Partnership for Public Health Inc.

11.2.10
Date

Alicia Melham
Name:
Title: Pres. Bd. of Dir.

Contractor Initials AM
Date 11.2.10



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lake's Region Partnership for Public Health, Inc.

11.2.16
Date

Alison Millham
Name:
Title: Pres. Bd of Dir.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



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: Lakes Region Partnership of White Mountain, Inc.

11.2.16
Date

Celina Mellan
Name:
Title: Pres. Region



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.

AA

11.2.16



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

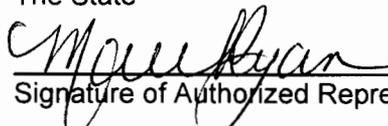
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

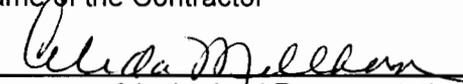


Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

 The State

 Signature of Authorized Representative
 Maureen Ryan
 Name of Authorized Representative
 Director, OHS
 Title of Authorized Representative
 11/18/16
 Date

LAKES Region Partnership for Public Health, Inc.
 Name of the Contractor

 Signature of Authorized Representative
 AIDA MILLHAM
 Name of Authorized Representative
 Pres Bd of Dir.
 Title of Authorized Representative
 11.2.16
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Lakes Region Partnership for Public Health, Inc.

Alicia Gillham

Name:

Title:

Pres. Bd. of Dir.

11.7.16
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: 786707856
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:

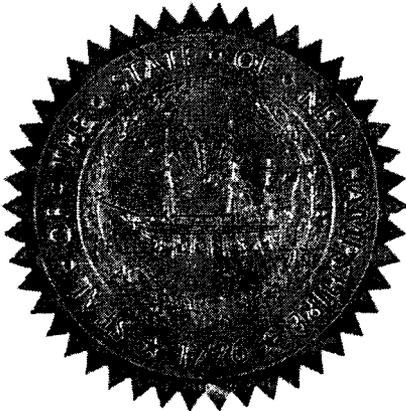
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows: N/A

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lakes Region Partnership for Public Health, Inc. is a New Hampshire nonprofit corporation formed April 21, 2005. 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 21st day of June 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, Judith LaFrance, of Lakes Region Partnership for Public Health, Inc. , do hereby certify that:

1. I am the duly elected Secretary of the Lakes Region Partnership for Public Health, Inc;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on September 22, 2016;

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/or Vice President is hereby authorized on behalf of this corporation to enter into 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. Alida Millham is the duly elected President and Karin Salome is the duly elected Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of November 2, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this day of November 2, 2016.



Secretary, Board of Directors

(CORPORATE SEAL)
STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 2nd day of November 2016 by Judith LaFrance.



Notary Public/Justice of the Peace
My Commission Expires: March 6, 2018



Lakes Region Partnership for Public Health, Inc.

Mission: To improve the health and well being of the Region through inter-organizational collaboration and community and public health improvement activities.

**Lakes Region Partnership for Public Health, Inc.
D/B/A Partnership for Public Health
Financial Statements
With Schedule of Expenditures of Federal Awards
June 30, 2016 and 2015**

and

Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance
Required by the Uniform Guidance**

Schedule of Findings and Questioned Costs

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2016 and 2015**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Partnership for Public Health, 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.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and is also not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 4, 2016, on our consideration of Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. 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 Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting and compliance.



Manchester, New Hampshire
November 4, 2016

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF FINANCIAL POSITION
June 30, 2016 and 2015

| ASSETS | | |
|---|-------------------|-------------------|
| | <u>2016</u> | <u>2015</u> |
| CURRENT ASSETS: | | |
| Cash | \$ 370,922 | \$ 184,022 |
| Investments | 10,031 | 30,033 |
| Contracts receivable | 222,295 | 411,275 |
| Prepaid expenses | <u>15,045</u> | <u>17,300</u> |
| TOTAL CURRENT ASSETS | <u>618,293</u> | <u>642,630</u> |
| PROPERTY AND EQUIPMENT: | | |
| Leasehold improvements | 4,561 | 4,561 |
| Furniture and equipment | 14,510 | 14,510 |
| Office equipment | <u>15,470</u> | <u>17,808</u> |
| | 34,541 | 36,879 |
| Less accumulated depreciation | <u>(26,343)</u> | <u>(25,675)</u> |
| PROPERTY AND EQUIPMENT, NET | <u>8,198</u> | <u>11,204</u> |
| OTHER NONCURRENT ASSETS: | | |
| Investment in LLC | 1,000 | - |
| Deposit | <u>3,486</u> | <u>3,236</u> |
| TOTAL OTHER NONCURRENT ASSETS | <u>4,486</u> | <u>3,236</u> |
| TOTAL ASSETS | <u>\$ 630,977</u> | <u>\$ 657,070</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES: | | |
| Accounts payable | \$ 127,164 | \$ 222,022 |
| Accrued payroll | 28,247 | 20,222 |
| Accrued compensated absences | 23,144 | 20,215 |
| Accrued other expenses | 20,952 | 15,000 |
| Deferred contract revenue | 125,769 | 119,979 |
| Fiduciary funds | <u>13,740</u> | <u>26,045</u> |
| TOTAL CURRENT LIABILITIES | <u>339,016</u> | <u>423,483</u> |
| TOTAL LIABILITIES | <u>339,016</u> | <u>423,483</u> |
| NET ASSETS: | | |
| Temporarily restricted | 13,550 | 9,047 |
| Unrestricted | <u>278,411</u> | <u>224,540</u> |
| TOTAL NET ASSETS | <u>291,961</u> | <u>233,587</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 630,977</u> | <u>\$ 657,070</u> |

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2016 and 2015

| | <u>2016</u> | <u>2015</u> |
|---|-------------------|-------------------|
| CHANGES IN UNRESTRICTED NET ASSETS: | | |
| SUPPORT AND REVENUE | | |
| Contributions | \$ 4,650 | \$ 48,050 |
| In-kind support | 54,094 | 44,943 |
| Federal funds | 1,543,603 | 1,565,608 |
| State funds | 188,178 | 223,253 |
| Private grants and awards | 102,163 | 83,078 |
| Special events | 1,764 | 7,054 |
| Agent fees | 165,295 | 147,392 |
| Miscellaneous income | 2,484 | 1,181 |
| Interest income | 303 | 77 |
| TOTAL UNRESTRICTED SUPPORT AND REVENUE | <u>2,062,534</u> | <u>2,120,636</u> |
| NET ASSETS RELEASED FROM RESTRICTIONS: | | |
| Satisfaction of donor restrictions | <u>2,051</u> | <u>6,390</u> |
| TOTAL NET ASSETS RELEASED FROM RESTRICTIONS | <u>2,051</u> | <u>6,390</u> |
| TOTAL UNRESTRICTED REVENUES AND OTHER SUPPORT | <u>2,064,585</u> | <u>2,127,026</u> |
| EXPENSES: | | |
| Program services | 1,794,219 | 1,783,369 |
| Management and general | 216,093 | 245,549 |
| Fundraising and development | 402 | - |
| TOTAL EXPENSES | <u>2,010,714</u> | <u>2,028,918</u> |
| TOTAL INCREASE IN UNRESTRICTED NET ASSETS | <u>53,871</u> | <u>98,108</u> |
| CHANGES IN TEMPORARILY RESTRICTED NET ASSETS: | | |
| Contributions | 6,554 | 7,249 |
| Net assets released from restrictions | <u>(2,051)</u> | <u>(6,390)</u> |
| INCREASE IN TEMPORARILY RESTRICTED NET ASSETS | <u>4,503</u> | <u>859</u> |
| CHANGE IN NET ASSETS | 58,374 | 98,967 |
| NET ASSETS, JULY 1 | <u>233,587</u> | <u>134,620</u> |
| NET ASSETS, JUNE 30 | <u>\$ 291,961</u> | <u>\$ 233,587</u> |

See notes to financial statements

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2016 and 2015

| | <u>2016</u> | <u>2015</u> |
|--|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Change in net assets | \$ 58,374 | \$ 98,967 |
| Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided (Used) by Operating Activities: | | |
| Depreciation | 3,006 | 3,926 |
| Change in assets and liabilities: | | |
| Accounts receivable | 188,980 | (220,651) |
| Prepaid expenses | 2,255 | 3,175 |
| Deposit | (250) | (737) |
| Accounts payable | (94,858) | 60,947 |
| Accrued liabilities | 16,906 | 350 |
| Deferred contract revenue | 5,790 | 3,403 |
| Fiduciary passthrough | <u>(12,305)</u> | <u>(2,794)</u> |
| Net Cash Provided (Used) by Operating Activities | <u>167,898</u> | <u>(53,414)</u> |
| Cash Flows From Investing Activities: | | |
| Sale of investments | 20,002 | - |
| Purchase of investments | (1,000) | (30,033) |
| Purchase of property and equipment | <u>-</u> | <u>(5,280)</u> |
| Net Cash Provided (Used) by Investing Activities | <u>19,002</u> | <u>(35,313)</u> |
| Net increase (decrease) in cash | 186,900 | (88,727) |
| Cash, beginning of year | <u>184,022</u> | <u>272,749</u> |
| Cash, ending of year | <u>\$ 370,922</u> | <u>\$ 184,022</u> |
| Supplemental Disclosures: | | |
| In-kind donations received | \$ 54,094 | \$ 83,098 |
| In-kind expenses | <u>(54,094)</u> | <u>(83,098)</u> |
| | <u>\$ -</u> | <u>\$ -</u> |

See notes to financial statements

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2016 and 2015**

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Lakes Region Partnership for Public Health, Inc. (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to non-profit entities. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Contributions

The Entity accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

Cash and Cash Equivalents

For the purpose of the statement of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Investments

Investments, which consist principally of certificates of deposit, are carried at their market value at June 30, 2016 and 2015.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

| | <u>Years</u> |
|-------------------------|--------------|
| Leasehold improvements | 10-15 |
| Furniture and equipment | 5-15 |
| Office equipment | 5-10 |

Depreciation expense was \$3,006 and \$3,926 for the years ended June 30, 2016 and 2015, respectively.

Compensated Absences

Employees of the Entity working full-time and part-time employees working at least 20 hours per week are entitled to paid time off. Vacation time is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated vacation time is payable upon termination of employment with proper notice. The Entity accrues accumulated vacation wages accordingly.

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 9.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statement of functional expenses

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

among the programs and supporting services based on percentage allocations determined by the Entity's management.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2016 and 2015, because management of the Entity believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Entity is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity does not have any material unrecognized tax benefits. As of June 30, 2016, the tax years ending June 30, 2015, 2014 and 2013 remain subject to possible examination by major tax jurisdictions.

Fair Value of Financial Instruments

Cash and equivalents, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. The balances in excess of federally insured limits for the Entity were \$53,871 and \$0 at June 30, 2016 and 2015, respectively.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

NOTE 3--INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly-established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 4--INVESTMENTS

Fair Value Measurements

The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of 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 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- 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's 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 at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Certificates of Deposit: Valued at acquisition cost plus accrued interest which approximates fair value.

Investment in LLC: Valued at acquisition cost which approximates fair value.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are 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.

The following table sets forth by level, within the fair value hierarchy, the Entity's assets at fair value:

| Assets at Fair Value as of June 30, 2016 | | | | |
|--|------------------|----------------|-----------------|------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Certificates of Deposit | \$ 10,031 | \$ - | \$ - | \$ 10,031 |
| Investment in LLC | - | - | 1,000 | 1,000 |
| Total assets at fair value | <u>\$ 10,031</u> | <u>\$ -</u> | <u>\$ 1,000</u> | <u>\$ 11,031</u> |

| Assets at Fair Value as of June 30, 2015 | | | | |
|--|------------------|----------------|----------------|------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Certificates of Deposit | <u>\$ 30,033</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 30,033</u> |

Income Recognition

Interest income is recorded on the accrual basis.

The following table reconciles the opening balance to the closing balance of the Level 3 asset. Note that during the year ended June 30, 2016 this asset was purchased at acquisition cost which approximates fair value.

| Assets at Fair Value as of June 30, 2016 | |
|--|-----------------|
| | <u>Level 3</u> |
| Opening Balance | \$ - |
| Purchase | 1,000 |
| Gain (Loss) | - |
| Closing Balance | <u>\$ 1,000</u> |

NOTE 5--DEFERRED CONTRACT REVENUE

Deferred contract revenue of \$125,769 and \$119,979 as of June 30, 2016 and 2015, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 6--LINE OF CREDIT

The Entity has a \$125,000 line of credit with Bank of New Hampshire with an interest rate of 3.50%. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal, which was 3.50% at June 30, 2016. At June 30, 2016 and 2015, the balance of the line of credit was \$0.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

NOTE 7--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2016 and 2015:

| | <u>2016</u> | <u>2015</u> |
|---------------------------|------------------|-----------------|
| Family Caregivers Network | \$ 2,495 | \$ 2,323 |
| Volunteer CERT | 135 | 873 |
| N4A | 1,006 | 1,006 |
| CERT | 9,680 | 4,611 |
| Other | 234 | 234 |
| | <u>\$ 13,550</u> | <u>\$ 9,047</u> |

NOTE 8--CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2016 and 2015, the Entity recognized revenue of \$1,731,781 (84.0%) and \$1,788,861 (84.4%), respectively, from fees and grants from governmental agencies. Revenue is recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 9--LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of \$1,533 through December 2015, and \$1,578 thereafter. Lease expense for the years ended June 30, 2016 and June 30, 2015 was \$18,711 and \$19,449, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of \$2,030 through August 31, 2015 and \$2,051 thereafter. The second lease for additional office space was entered into on June 1, 2015 for a 3-year term. Monthly lease payments are \$737 through May 31, 2016 and \$744 thereafter. Lease expense for the years ended June 30, 2016 and June 30, 2015 for these two leases was \$35,662 and \$25,209, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

| Year Ended <u>June 30,</u> | Annual <u>Lease Commitments</u> |
|-------------------------------|------------------------------------|
| 2017 | \$ 45,466 |
| 2018 | 14,578 |

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

NOTE 10--DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services. For the year ended June 30, 2016 there has been \$54,094 and \$44,943, respectively, of donated services recognized as revenue. The following amounts of donated services have been included as functional expenses in these financial statements.

| | <u>2016</u> | <u>2015</u> |
|-----------------------------------|------------------|------------------|
| Supplies | \$ 11,270 | \$ 4,082 |
| Contract Services | 6,853 | 6,440 |
| Occupancy | 6,000 | - |
| Travel and Meetings | 7,200 | - |
| Operations | 10,950 | 10,950 |
| Contract and grant subcontractors | 11,821 | 23,471 |
| | <u>\$ 54,094</u> | <u>\$ 44,943</u> |

NOTE 11--CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 12--SUBSEQUENT EVENTS

In August, 2016, NH DHHS entered into a five-year contract with the Entity as administrative lead for the regional integrated delivery network covered by CHSN.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016

| | <u>Supporting Services</u> | | | | |
|---------------------------------------|-----------------------------------|---|--------------------|--|---------------------------------|
| | <u>Program</u> <u>Services</u> | <u>Management</u> <u>and</u> <u>General</u> | <u>Fundraising</u> | <u>Total</u> <u>Supporting</u> <u>Services</u> | <u>Total</u> <u>Expenses</u> |
| SALARIES AND RELATED EXPENSES: | | | | | |
| Salaries | \$ 612,171 | \$ 156,011 | \$ - | \$ 156,011 | \$ 768,182 |
| Employee benefits | 71,781 | 8,965 | - | 8,965 | 80,746 |
| Payroll taxes | 49,614 | 12,886 | - | 12,886 | 62,500 |
| | <u>733,566</u> | <u>177,862</u> | <u>-</u> | <u>177,862</u> | <u>911,428</u> |
| OTHER EXPENSES: | | | | | |
| Contract services | 7,180 | 15,005 | - | 15,005 | 22,185 |
| Contract and grant subcontractors | 818,273 | 4,750 | - | 4,750 | 823,023 |
| Insurance | 9,038 | 2,084 | - | 2,084 | 11,122 |
| Fundraising | - | - | 390 | 390 | 390 |
| Occupancy | 69,830 | 5 | - | 5 | 69,835 |
| Operations | 60,436 | 7,355 | - | 7,355 | 67,791 |
| Supplies | 46,526 | 1,423 | - | 1,423 | 47,949 |
| Travel and meetings | 48,707 | 2,254 | - | 2,254 | 50,961 |
| Miscellaneous | 663 | 2,349 | 12 | 2,361 | 3,024 |
| Depreciation | - | 3,006 | - | 3,006 | 3,006 |
| Total | <u>\$ 1,794,219</u> | <u>\$ 216,093</u> | <u>\$ 402</u> | <u>\$ 216,495</u> | <u>\$ 2,010,714</u> |

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

| | Program Services | Management and General | Total Expenses |
|---------------------------------------|---------------------|------------------------------|---------------------|
| SALARIES AND RELATED EXPENSES: | | | |
| Salaries | \$ 556,944 | \$ 152,786 | \$ 709,730 |
| Employee benefits | 71,445 | 8,527 | 79,972 |
| Payroll taxes | 44,726 | 12,513 | 57,239 |
| | <u>673,115</u> | <u>173,826</u> | <u>846,941</u> |
| OTHER EXPENSES: | | | |
| Professional fees | 13,714 | 15,075 | 28,789 |
| Office expense | 16,819 | 929 | 17,748 |
| Program supplies | 9,453 | 32 | 9,485 |
| Contract service | 898,068 | 44,939 | 943,007 |
| Occupancy | 57,219 | 1,672 | 58,891 |
| Communications expense | 17,125 | 520 | 17,645 |
| Staff education/meetings | 39,009 | 652 | 39,661 |
| Repair and maintenance | 25,943 | - | 25,943 |
| Miscellaneous | 2,587 | 5,366 | 7,953 |
| Insurance | 8,003 | 2,538 | 10,541 |
| Equipment purchase/rent | 13,659 | - | 13,659 |
| Postage | 3,766 | - | 3,766 |
| Depreciation | 3,926 | - | 3,926 |
| Dues | 963 | - | 963 |
| Total | <u>\$ 1,783,369</u> | <u>\$ 245,549</u> | <u>\$ 2,028,918</u> |

SCHEDULE I

**Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2016**

| Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number | Federal Catalogue Number | Expenditures | Expenditures to Subrecipients |
|--|--------------------------------|------------------------|----------------------------------|
| DEPARTMENT OF AGRICULTURE | | | |
| Pass Through Payments from the University of New Hampshire State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | 10.561 | \$ 6,205 | \$ - |
| Total Department of Agriculture | | <u>6,205</u> | <u>-</u> |
| DEPARTMENT OF HEALTH AND HUMAN SERVICES | | | |
| Received directly from U.S. Treasury Department Medical Reserve Corps Small Grant Program #5MRCSG101005-04 | 93.008 | 557 | - |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects #90MP0176 | 93.048 | 31,589 | - |
| Pass Through Payments from the New Hampshire Department of Health and Human Services through the New Hampshire Easter Seals Special Programs for the Aging Title IV and Title II Discretionary Projects | 93.048 | 1,350 <u>32,939</u> | - <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services National Family Caregiver Support, Title III, Part E #14AANHT3FC | 93.052 | <u>60,483</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Public Health Emergency Preparedness #U90TP000535 | 93.069 | <u>67,388</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Environmental Public Health and Emergency Response #UE1EH001046 | 93.070 | <u>38,087</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Medicare Enrollment Assistance Program #IX0CMS331283 | 93.071 | <u>16,263</u> | <u>-</u> |

See notes to schedule of expenditures of federal awards

SCHEDULE I

Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2016

| Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number | Federal Catalogue Number | Expenditures | Expenditures to Subrecipients |
|---|--------------------------------|----------------|----------------------------------|
| DEPARTMENT OF HEALTH AND HUMAN SERVICES (CONTINUED) | | | |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| Substance Abuse and Mental Health Services - Projects of Regional and National Significance #36875-2016.0001 | 93.243 | \$ 2,107 | \$ - |
| Pass Through Payments from the New Hampshire Department of Health and Human Services through the National Alliance on Mental Illness | | | |
| Substance Abuse and Mental Health Services - Projects of Regional and National Significance #1U79SM061481-03 | 93.243 | 12,287 | - |
| | | <u>14,394</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| Immunization Cooperative Agreements #H23IP000757 | 93.268 | <u>11,000</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| Affordable Care Act - Aging and Disability Resource Center #90R00028 | 93.517 | <u>72,836</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| State Planning and Establishment Grants for the Affordable Care Act Exchanges | 93.525 | <u>292,805</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| Social Services Block Grant #G-1301NHSOSR | 93.667 | <u>9,139</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds #U58DP003930 | 93.752 | <u>5,000</u> | <u>1,500</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services | | | |
| Preventive Health and Health Services Block Grant funded solely with Preventive and Public Health Funds (PPHF) #B01OT009037 | 93.758 | 58,321 | 39,317 |

See notes to schedule of expenditures of federal awards

SCHEDULE I

Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2016

| Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number | Federal Catalogue Number | Expenditures | Expenditures to Subrecipients |
|---|--------------------------------|------------------------------------|----------------------------------|
| Pass Through Payments from the New Hampshire Department of Health and Human Services through the National Alliance on Mental Illness Preventive Health and Health Services Block Grant funded solely with Preventive and Public Health Funds (PPHF) #B01OT009037 | 93.758 | \$ 4,333 <u>62,654</u> | \$ - <u>39,317</u> |
| DEPARTMENT OF HEALTH AND HUMAN SERVICES (CONTINUED) | | | |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Medical Assistance Program #618055050039B | 93.778 | 59,040 | - |
| Pass Through Payments from the New Hampshire Department of Health and Human Services through the New Hampshire Easter Seals Medical Assistance Program | | <u>50,981</u> <u>110,021</u> | <u>-</u> <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations #1N0CMS020220-21-009 | 93.779 | <u>46,976</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services National Bioterrorism Hospital Preparedness Program #05-95-90-902510-5171 | 93.889 | <u>10,000</u> | <u>-</u> |
| Pass Through Payments from the New Hampshire Department of Health and Human Services Block Grants for Prevention and Treatment of Substance Abuse #T1010035-14 | 93.959 | 165,160 7,854 <u>173,014</u> | - - <u>-</u> |
| Total Department of Health and Human Services | | <u>1,023,556</u> | <u>40,817</u> |
| DEPARTMENT OF HOMELAND SECURITY | | | |
| Pass Through Payments from the New Hampshire Department of Safety Homeland Security Grant Program | 97.067 | <u>4,984</u> | <u>-</u> |
| Total Department of Homeland Security | | <u>4,984</u> | <u>-</u> |
| Total Federal Financial Assistance | | <u>\$ 1,034,745</u> | <u>\$ 40,817</u> |

See notes to schedule of expenditures of federal awards

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
D/B/A PARTNERSHIP FOR PUBLIC HEALTH
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2016

NOTE 1--GENERAL

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of Lakes Region Partnership for Public Health, Inc. under programs of the federal government for the year ended June 30, 2016.

The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lakes Region Partnership for Public Health, Inc, it is not intended to and does not present the net assets, changes in net assets, or cash flows of the Lakes Region Partnership for Public Health, Inc.

NOTE 2--BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to the Entity's financial statements.

Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Lakes Region Partnership for Public Health, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards is included in fees and grants from governmental agencies.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Board of Directors
Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health

We have audited, 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, the financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 4, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Partnership for Public Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Partnership for Public Health, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lakes Region Partnership for Public Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vachon Chelton & Company PC

Manchester, New Hampshire
November 4, 2016

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Directors
Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health

Report on Compliance for Each Major Federal Program

We have audited Lakes Region Partnership for Public Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Lakes Region Partnership for Public Health, Inc.'s major federal program for the year ended June 30, 2016. Lakes Region Partnership for Public Health, Inc.'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for Lakes Region Partnership for Public Health, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Lakes Region Partnership for Public Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Lakes Region Partnership for Public Health, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Lakes Region Partnership for Public Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2016.

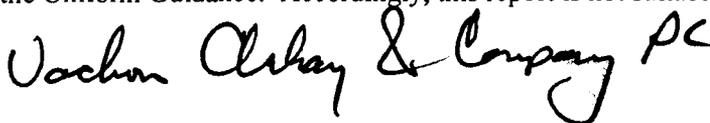
Report on Internal Control Over Compliance

Management of Lakes Region Partnership for Public Health, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Lakes Region Partnership for Public Health, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Partnership for Public Health, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Manchester, New Hampshire
November 4, 2016

**Lakes Region Partnership for Public Health, Inc.
d/b/a Partnership for Public Health
Schedule of Findings and Questioned Costs
Year Ended June 30, 2016**

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified
 Internal control over financial reporting:
 Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) identified
 not considered to be material weaknesses? _____ yes X none reported
 Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal Control over major programs:
 Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) identified
 not considered to be material weaknesses? _____ yes X none reported
 Type of auditor's report issued on compliance
 for major programs: Unmodified
 Any audit findings disclosed that are required
 to be reported in accordance with
 2 CFR §200.516(a)? _____ yes X no

Identification of major programs:

| <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster</u> |
|-----------------------|---|
| 93.525 | State Planning and Establishment Grants for the Affordable Care Act Exchanges |

Dollar threshold used to distinguish
 between Type A and Type B program: \$ 750,000
 Auditee qualified as low-risk auditee? X yes _____ no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III—Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR §200.516(a).

**Lakes Region Partnership for
for Public Health
Board of Directors
November, 2016**

| Directors |
|------------------------------|
| Alida Millham, President |
| Karin Salome, Vice President |
| David Emberley, Treasurer |
| Judith Lafrance, Secretary |
| Warren Bailey |
| Kathy Berman |
| Liane Clairmont |
| Richard Crocker |
| Denise Hubbard |
| Astha Joshi |
| Shawn Riley |
| Sandra McLaughlin |
| Kate Miller |

Marian R. Gill

Employment History

ServiceLink Resource Center A Program of the Partnership for Public Health Laconia, NH 2015 - Present **Director of ServiceLink for Belknap and Carroll Counties**

- Oversee all programs for Information & Referral, Medicare Counseling, Long-Term Care Counseling, Care Transitions, Family Caregiver Supports, Veteran-Directed Services, Outreach for Military Culture Training
- Supervision of a team of staff in two counties
- Organizer and facilitator of county-wide Aging & Disability workgroups
- Point of contact and facilitator for No Wrong Door partner meetings
- Public relations, marketing and fundraising
- Quality assurance of all ServiceLink programs for both counties

2013 - 2015 **Health Insurance Marketplace Assister - Point of Contact**

- Point of Contact: oversaw the ServiceLink MPA grant program with the 10 ServiceLink offices involved with up to 12 MPA staff reporting to me. Provided support for the ServiceLink MPAs, facilitated all ServiceLink MPA meetings and ensured that the guidelines of the grant were followed. Reported regularly to the State (Covering NH) on the work of the ServiceLink program and attended the statewide leadership meetings on the Health Insurance Marketplace.
- Provided enrollment assistance for the Health Insurance Marketplace.
- Community Outreach: organized outreach events in the community to provide educational seminars on the Health Insurance Marketplace.
- Collaboration: worked closely with local organizations on outreach events and enrollment fairs.
- Facilitated the Northern Collaborative Group to provide support and assistance for all Assisters in the Northern Region. One objective was to strengthen the group so that it would continue after the MPA grant finished.
- Created a Health Literacy Package to help individuals understand and access healthcare.

Leadership Lakes Region (2007 - 2011) Laconia, NH

Program Coordinator

This position required strong organizational skills, initiative, flexibility, public speaking, and working to a deadline. As the sole employee I reported directly to the Board of Directors.

- Program Planning: organized all aspects of each program day: arranging speakers, venues, travel, and publicity.
- Contact point for the organization for the participants, speakers, venues and volunteers.
- Financial: ensured that the program remained adequately funded through tuition, grants and sponsorship.
- Marketing Communications: Created and maintained the website and database; designed all marketing materials, wrote press releases.

Belknap County Economic Development Council (BCEDC) (2002 - 2007) Gilford, NH

Program Coordinator/Office Manager

- Marketing Communications: website design and maintenance; creating email newsletters; designing marketing communication materials
- Administration: grant writing; maintenance of the council's database, press releases, routine administration
- Event Coordination: organized workshops, annual meetings, special functions such as open houses, press announcements

- Organized, in conjunction with the US Department of Commerce, a NH Products booth at a large trade show held in Birmingham, England. I traveled to England and represented NH companies interested in exporting their products.

Website Design (1997 - 2000) Center Harbor, NH

Operated a home based business as a website designer.

First Canada Securities/F.A.C.T.S. (1990 - 1994) Toronto, Canada

Corporate Finance Coordinator/Assistant to President

Worked in the corporate finance department of a bond-trading establishment. Initiated contact with new clients and potential investors. Wrote research reports and conducted due diligence on prospective deals. Compiled and edited a two-volume book -*Canada's Money Managers*.

Education

BA - Political Science, McMaster University, Hamilton, Ontario, Canada

Canadian Investment Management Course, Canadian Securities Course (Honors), Registered Representatives Exam

Community Involvement

2009 - 2014

Secretary, Board of Trustees, The Winnepesaukee Playhouse

2008

Fundraising Director for Lakes Region Youth Hockey Association

2005-2009

Secretary, Gilford Forest Community Association Board of Directors

Jayne Maher

Education

Aug. 78 - Boston City Hospital School of
Aug. 79 Practical Nursing
LPN
Boston, Massachusetts

» Completed requirements to
practice Nursing in
Massachusetts as Licensed
Practical Nurse

Sept. 75 - Newman Preparatory School
June 77 **High School**
Boston, Massachusetts

» High School Diploma

Work Experience Lakes Region Partnership for Public Health/ServiceLink Resource Center of Carroll County

Nov. 18- Present **Long Term Care
Counselor/Care Transitions Specialist/Site
Supervisor**

Meet with clients and families to assist with Long
Term Care Options to assist with potential
programs clients may be eligible for, to keep them
in their homes vs Nursing Home Placement.

Assist with application process, enter application
into DHHS database and schedule interviews with
LTC Family Services Specialist to determine
financial eligibility.

Follow client through eligibility process and assist
with any questions they may have during process.

Work with community partners, ie: Local hospitals,
VNA's, Public Health, etc, to ensure residents of
County have services needed.

Meet weekly with Memorial Hospital and Huggins
Hospital Case Managers to identify residents of
Carroll County that may need assistance with
applications for all DHHS programs, including but
not limited to Medicaid, Food Stamps, Long Term
Care programs, Housing, etc.

Supervise Carroll County Service Link Office Staff.

Other duties as required.

- Jan. 13 - Present
Staff Nurse
Golden View Health Care Center
Meredith, New Hampshire
- » Work on a rehab and long term care unit. Duties include administering medications, medical assessments, ie respiratory, cardiac, wound management, pain management, laboratory data and the overall health and well being of all patients on unit.
 - »
- Apr. 12 - Present
Healthcare Specialist
Lincare
Belmont, New Hampshire
- » Educate patients on use of new Bipap or Cpap equipment.
 - »
 - » Titrate oxygen patients to safe oxygen liter flow and determine if patient qualifies for the use of an oxygen conserving device.
 - »
 - » Provide education to patients on Coumadin in the use of MDINR, which allows patients the ability to test INR at home and telephonically notify MD's.
- Feb. 08 - Oct. 11
Case Management Assistant - Per Diem
Life Care Center of Stoneham
Stoneham, Massachusetts
- » Assist Director of Case Management with chart audits to ensure Medicare Regulations met. Work with Nursing Management, MD's and Rehab to obtain necessary documentation in order to maintain compliance with Medicare regulations.
- Sept. 03 - Feb. 08
Director of Case Management
Life Care Center of Stoneham
Stoneham, Massachusetts
- » Managed insurance benefits of all skilled patients admitted to facility for rehab.
 - » Led daily meeting to review all skilled patients currently under

insurance benefits in facility.
 Meeting included Rehab, MDS Coordinator, Nurse Unit Manager, Social Services, DON and Executive Director.
 » Responsible to Private insurance to provide current condition of patient including progress made by patient or any changes in medical status, with reviews mandated by insurance. Most reviews done bi-weekly.
 » Monitored contracts with private insurance to ensure facility reimbursement at correct level.
 » Worked closely with MDS Coordinator and Rehab to ensure facility reimbursed at correct rate within RUGS category.
 » Worked closely with Social Services to set up and attend family meetings to ensure safe discharge plan.
 » Made referrals for discharge services, including but not limited to VNA, Rehab, Elder Services, Meals on Wheels, Lifeline, Durable Medical Equipment and other services as required to ensure safe discharge to home environment.
 » Reviewed referrals to facility with Admissions Director to ensure facility could meet the needs of patients.
 » Many others duties as required.

Jan. 99 -
 Apr. 03

Nurse Care Manager
Evercare
 Waltham, Massachusetts

» Managed assigned Nursing Homes participating in Evercare program.
 » Determined skilled eligibility with Nurse Practitioner.
 » Monitored skilled event with every other day telephonic reviews with NP to determine if patient remained skilled.
 » Acted as Liaison between Evercare and Nursing Home to inform of changes in benefit levels and to notify end of benefit period.
 » Visited assigned nursing homes to provide education regarding Evercare and Medicare benefits.
 » Notified Next of Kin of any

- changes in Evercare benefits being provided.
 - » Issued End of Benefit Letter.
 - » Many other duties as required.
- Jan. 90 -
Feb. 99
- Nurse Unit Manager
Marian Manor Nursing Home
South Boston, Massachusetts
- » Managed two Long Term Care Units - a 52 bed Alzheimers Unit and a 40 bed Level Three unit.
 - » Supervised all licensed and non-licensed staff.
 - » Created and ensured maintenance of Interdisciplinary Care Plan.
 - » Worked with Staff Coordinator to ensure coverage.
 - » Ordered and recieved supplies.
 - » Set up and attended Family Meetings.
 - » Met with residents and families to discuss and changes in status or discuss concerns.
 - » Many other duties as required.
- Jan. 88 -
Jan. 90
- Office Manager
Boston Housing Authority
Boston, Massachusetts
- » Worked with Executive Director of Construction Management.
 - » Supervised office Staff.
 - » Maintained staff scheduling.
 - » Ordered and received office supplies.
 - » Many other duties as required.
 - »
- Sept. 79 -
Nov. 85
- Staff Nurse
Boston City Hospital
Boston, Massachusetts
- » Staff nurse on Gynecology unit.
 - » All duties as required by LPN.

Skills & Abilities

- » Microsoft Office
- » Able to multitask, Committed, Creative, Detail-oriented, Ethical, Good communicator, High energy, Organized, People person, Problem-solver, Self-motivated, Team player

Additional Information

Current CPR Certification
Certified in IV insertion and infusion

Brenda Stark Fortier

Education

**Bachelor of Science in Psychology; Minor in Religious Studies
Missouri State University, Springfield Missouri**

Experience

November 2013—Present—Long-term counselor/Generalist—ServiceLink

**SHIP Certified—Medicare Counselor
AIRS Certified—Information and Referral
Provide Options and Long-term care counseling
Forms assistance for State paperwork and Housing Assistance
Caregiver Counseling—Powerful Tools for Caregivers leader
Methods, Models and Tools Course—UNH
NH Carepath Trainings**

May 2008-November 2013--Director Belmont Senior Center, Belmont, New Hampshire

- Supervise Senior Center Employees; Recruit and supervise Volunteers
- Supervise SCSEP participant & Senior Companion Volunteers
- Provide Wellness & Recreational Opportunities for Seniors
- Serve Lunch/Breakfast daily & Schedule/Supervise Transportation Services
- Work co-operatively with Advisory Council and Activities Committee
- Manage all aspects of daily Senior Center Activities
- Plan and supervise all activities at the center
- Publish monthly Newsletter for Center & Town Newsletter
- Keep Center Records current/Microsoft Office & Computer Skills

Extended Day Program Coordinator-----1988-2014—Holy Trinity School

- Work successfully in a fast paced environment while building and maintaining effective working relationships with students and parents
- Supervise students daily in a Before and After School setting
- Provide guidance and a safe environment while keeping parents informed of student needs and progress
- Complies with all State and Diocesan Requirements for the Program

Educator: -----Holy Trinity Catholic School, Laconia NH. 1988-2008

- Taught Jr. High Science and Religious Studies Grades 5-8
- Taught K-8 Physical Education
- Taught English & History—Grade 6

St. Leo School, San Antonio, Texas

- Taught K-8 Physical Education and Jr. High Religious Studies
- Coached Varsity & JV Volleyball , JV Basketball and Track

Certifications: AED, First Aid, CPR, ServSafe, Bone Builders Leader

References:

*Marian Gill—Supervisor ServiceLink
67 Water Street
Laconia, NH 03246
603-528-6945*

*Mary Nagel, ARNP—Substitute School Nurse
former co-worker
P.O. Box 407
Gilmanton, NH
267-6813 (H)*

*Maggie Gibbs -co-worker
c/o Holy Trinity School
50 Church Street
Laconia, NH 03246
524-3156 (w)
528-2673 (H)*

*Catherine Corriveau—co-worker
c/o Holy Trinity School
50 Church Street
Laconia, NH
524-3156 x116 (w)
524-6097 (H)*

JOYCE A. CAMERON

PROFESSIONAL EXPERIENCE

VETERAN SUPPORT COUNSELOR & FAMILY CAREGIVER SPECIALIST – 2015 - PRESENT SERVICELINK – LACONIA, NH

Primary Responsibility: To provide assistance to caregivers and Veterans in the NH-VIP to help problem-solve their unique situations and refer to community resources, provides linkage with other agencies or programs, and offers education, emotional support, advocacy and follow-up. Responsible for Outreach to the aging population and facilitate training and information related to assisting family caregivers.

- ✓ Provides information, assistance and ongoing support to caregivers needing help accessing resources. Assists with care planning, decision-making, education and advocacy support.
- ✓ Provide in-home assessments to determine need and eligibility for Veteran, State and Federal programs.
- ✓ Counsel caregivers and Veterans regarding their short and long term care options.
- ✓ Keeps up-to-date on information and trends related to care giving and knowledge about caring for others with a variety of conditions and disabilities.
- ✓ Keeps up-to-date on information on national and local programs to support caregivers. Clearly communicates information on eligibility and other specific program requirements in working with caregivers.
- ✓ Develops collaborative relationships with agencies providing a wide range of services and supports for caregivers.
- ✓ Develops and implements an outreach strategy to reach caregivers and agencies that serve caregivers throughout the catchment area.
- ✓ Facilitates training programs for family caregivers that enhance their care giving skills.

AMBASSADOR/EXPEDITER/HUMAN RESOURCE ASSISTANT/FRONT DESK REPRESENTATIVE – 2009 - 2016

LAKES REGION GENERAL HOSPITAL– LACONIA, NH

Primary Responsibility: To provide quality service and product to patients and guests of LRGHealthcare.

Additional Skills and Achievements:

- ✓ Current position held Front Desk Representative.
- ✓ Check in patients ensuring they have proper identification and test orders.
- ✓ Greet and assist patients and visitors.
- ✓ Explained the hospital ordering system to patients and assist them as needed with ordering.
- ✓ Delivered trays to patients and guests and to assist as needed within the scope of the Ambassador position.
- ✓ Final check of tray before serving to patient to ensure they have received what was ordered and nothing was on there that is not allowed on their diet plan.
- ✓ Retrieved meal trays when patient is finished and note quantity eaten or drank.
- ✓ Expedited meal trays ensuring that the quality of food is satisfactory, that any thickened liquids are done correctly and that all items are correct.
- ✓ Supervised, the dish room staff, ambassadors, and porter.

...Continued...

JOYCE A. CAMERON

Professional Experience Continued

- ✓ Assisted management with new ordering system and trained appropriate staff on CompuTrition.

MARKETPLACE ASSISTER – 2013 - 2014

SERVICELINK – LACONIA, NH

Primary Responsibility: To educate and enroll residents of Carroll County in the Affordable Care Act's Marketplace Health Insurance.

Additional Skills and Achievements:

- ✓ Assisted consumers preparing electronic and paper applications to establish eligibility for tax credits and other subsidiaries.
- ✓ Enrolled individuals in coverage through the Marketplace and potentially qualify for an insurance affordability program.
- ✓ Provided outreach and education workshops to raise awareness about the Marketplace to the local communities.
- ✓ Provided one-on-one assistance to help people navigate Medicare prescription drug coverage.
- ✓ Used Internet-based program to help clients compare prescription drug plan options.
- ✓ Assessed clients' needs and makes referrals to appropriate community resources.

OFFICE MANAGER – 2010 - 2012

L&R CLEANING UNLIMITED AND WHOLESALE JANITORIAL SUPPLY – LACONIA, NH

Primary Responsibility: The Office Manager is responsible organizing and coordinating office operations and procedures in order to ensure organizational effectiveness and efficiency.

Additional Skills and Achievements:

- ✓ Supervised the activities performed in all work units within an office, including office management, implementation of procedures, case management and processing, records management, collection and reporting of statistics, and accounting functions.
- ✓ Performed human resource tasks, including coordinating and participating in the hiring and process resolving unusual employee problems, and supervising employee time and attendance records.
- ✓ Prepared manuals and other materials describing procedures and standards.
- ✓ Provided basic bookkeeping functions, such as payroll, accounts receivable and accounts payables.
- ✓ Maintained accurate employee records to ensure we are in compliance with state labor laws.
- ✓ Scheduled bid proposal appointments for potential clients.

MEMBERSHIP /COMMUNICATIONS MANAGER – 2001-2010

LAKES REGION CHAMBER OF COMMERCE – LACONIA, NH

Primary Responsibility: To develop and implement a schedule of contacting prospective and existing members for the purpose of recruiting new members and ensuring retention of existing members.

Additional Skills and Achievements:

- ✓ Managed the Chamber's volunteer program to include scheduling, coordination with other non-profits and service organizations for candidates, as well as day-to-day supervision.
- ✓ Prepared regular membership development and retention reports as required by the Executive Director for presentation to the Membership Committee, Executive Committee, and Board of Directors.
- ✓ Managed membership related events such as; Business Before Hours, Business After Hours, Member Benefits Review, Ribbon Cutting Ceremonies and Educational Workshops.
- ✓ Worked with appropriate staff and volunteers in the development of membership information materials, including brochures, newsletters, media releases, and the like that can be used by officers, existing members, and staff in recruitment and retention efforts.
- ✓ Assisted with general office duties, including answering the telephone, maintenance of the Chamber filing system, and preparing the mail as needed.
- ✓ Utilized accounting software to invoice members and run financial and customer reports.
- ✓ Created and disseminated press releases and news stories for the chamber and members.

EDUCATION

- ✓ Southern New Hampshire University, New Hampshire, Bachelor of Arts, Psychology
- ✓ Southern New Hampshire University, New Hampshire, Associates Degree in Business Administration.
- ✓ Andover College of Maine, majored in Computer Sciences.

ADDITIONAL SKILLS

- ✓ **Management** - Knowledge of business and management principles, leadership technique and coordination of people and resources.
- ✓ **Problem Solving** - Analyzing information and evaluating results to choose the best solution and solve problems.
- ✓ **Organizing and Prioritizing** - Developing specific goals and plans to prioritize, organize, and accomplish task.
- ✓ **Conflict Resolution** – Ability to handle complaints, settling disputes, and resolving grievances and conflicts.
- ✓ **Communication** - Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- ✓ **Computer** – Extensive knowledge of computer software programs including but not limited to: Microsoft Office Suite, Adobe Photoshop, Quark Express and Acrobat Distiller. Familiar with Peachtree and Quickbooks

DAWN BARNETT

PERSONAL PROFILE

- Excellent interpersonal and relationship building skills from 28 years of experience in the Human Services field
- High regard for rules and regulations, confidentiality, commitment to quality, and consistently acts with integrity
- Accomplished in problem resolution through attentive listening and stress management
- Highly organized, detail oriented, flexible, and a fast, eager learner
- Able to self-motivate, prioritize, and manage demands while working independently and efficiently
- Dependable team player who follows through diligently

TECHNICAL SKILLS

- Microsoft Excel, Word, Powerpoint
- Outlook
- Office phones, faxes, and copiers
- Refer and Essentia

TRAININGS

ELSEVIER/ONLINE

- All Payers All Populations 101
- Overview of the NH DD System
- Serving Children and Families
- Serving Individuals Living with Mental Illness
- Introduction to the No Wrong Door System – Lessons 1-4
- Person Centered Thinking – Lessons 1-12
- Military Culture: Organization and Roles, Stressors and Resources, Self Awareness and Military Ethos, The Challenges of Coming Home After War, Core Competencies for Health Care Professionals
- SMP Resources – Chapters 1-4

IN PERSON TRAININGS

- Diversity and Cultural Competence (6/2016)
- AIRS (Alliance of Information and Referral Systems) (6/2016)
- Person Centered Practices (5/2016)
- Caregiver Class Leader (Powerful Tools) (4/2016)
- Your Money – Your Goals (6/2015)
- Families and Addiction (11/2014)
- Addiction and Recovery (11/2014)

EDUCATION

Bachelor of Science Special Needs Services | *Cum Laude*
Granite State College | Conway, NH | 2005

WORK EXPERIENCE

Veteran Direct Counselor and Caregiver Specialist
Provider Outreach Specialist for ASK the Question Initiative
Certified Marketplace Navigator

Service Link of Carroll County | Tamworth, NH
2014 - Current

- Conducted assessments and developed individual budgets for respite services
- Assessed and monitored community caregivers/veterans who qualify for state and federally funded grants
- Researched and advocated for resources and referrals based on individual needs
- Provided community outreach and gave presentations to service providers promoting ASK the question as part of their intake procedure
- Promoted, educated, and enrolled individuals through the Health Insurance Marketplace

Program Coordinator
Service Coordinator
Case Manager

Northern Human Services | Conway, NH
2005 - 2014

- Monitored residential direct support staff, home care providers, and family caregivers according to state regulations and agency policies
- Encouraged effective communication with staff by holding weekly team meetings
- Developed contracts and matched home care providers with individuals serviced by the agency, terminated agreements as necessary
- Supervised a housing coordinator and a residential team leader
- Facilitated team meetings to assist individuals with creating service agreements and treatment plans based on their needs and desires
- Participated in agency safety committee management team

Resume of

Louisa M. Simpson

Experience:

January 2010 – Present

Lakes Region Partnership for Public Health

67 Water St., Laconia, NH 03246 (603) 528-1925

Medicare Specialist

Responsibilities include working with and educating clients on Medicare rules and options. May include assisting with enrollment. Requires individual appointments and group education and community outreach. Includes entering contacts on a regular basis into data base.

Caregiver Specialist

Responsibilities include assessing for and educating about available respite grant money and services to support the caregiver. Maintaining a budget. Responsible for orchestrating and participating in monthly socials to foster camaraderie amongst caregivers.

Long Term Care Benefits Enrollment Specialist

Responsibilities include assisting clients with understanding and completing paperwork for the various benefit programs available for the elderly and disabled. Entering contact information into the data base.

Bookkeeper

Responsibilities included A/P, A/R

Information and Referral Specialist

ServiceLink

Responsibilities include addressing clients needs and offering referrals and information to help meet their needs and then entering the client and situation need(s) into the data base.

Administrative Assistant

Responsibilities include but are not limited to answering the phone and triaging the calls, greeting customers, general office work, working with MS Excel and Word, organizing, inventory, and supporting the administrative team.

Experience:

June 2004 - July 2009

Tradesmen Builders Corp.

16 Durkee St., Laconia, NH 03246 (603) 524-5357

Office Manager

Responsibilities included but were not limited to payroll, A/R and A/P using QuickBooks, general office work, receptionist duties, customer correspondence using MS Word, employee liaison with insurance companies and management, some safety committee responsibilities, some experience with the set up and maintenance of spread sheets thru MS Excel for customer jobs, preparing and interpreting customer job reports, preparing for insurance audits.

Experience:

July 2000 – June 2004

Granite State Home Improvements, Inc.

272 Tilton Rd.

Northfield, NH 03276 (603) 584-7152

Office Manager

Responsibilities included but were not limited to greeting customers, answering phones, scheduling appointments, arranging job schedules, putting together comprehensive proposals, maintaining customer files, ordering materials, working with sales representatives, data entry, tracking customer satisfaction, some marketing, some accounting, general office assistance and organization.

Experience:

October 1995 – July 2000

Blue Mirror Hair Salon

2 Central St., Franklin, NH 03235 (603) 934-4095

Salon Manager

Responsibilities included the supervision of 3 employees, customer relations and satisfaction, scheduling appointments, ordering supplies, creating product displays and marketing that product, payroll and maintaining compliance with the State of NH Board of Cosmetologist regulations, all while maintaining my own client base of 100 clients.

Experience:

1990 – 1995

Head To Toe Hair Salon

Rt. 3, Sanbornton, NH 03269 (603) 584-2522

Salon Owner

Responsibilities included all mentioned above plus all of the responsibilities that come with running a small business in the State of NH.

Experience:

1983 - 1989

Benson Auto Co., Inc.

PO Box 6180, Franklin, NH 03235 (603) 934-4351

Secretary, Finance Assistant

Responsibilities included general office duties, answering multiline phones, greeting customers, scheduling appointments, preparing customer deals, collection of overdue customer accounts and following through with the court system, maintaining information of vehicle history in the data base, working closely with other departments and office staff and good team working abilities.

Education:

1980 graduate of Franklin High School, Franklin, NH

Business preparatory program

1990 graduate of Empire Beauty School, Laconia, NH

Cosmetologist license

1999 graduate of the State of NH Emergency Medical Technician course
EMT - B license

1999 to 2005 - continued education as an Emergency Medical Technician

2013 AIRS Certification completed

2012 Completed Medicaid 101 Training with the State of NH

2013 SHIP (State Health Insurance Assistor Program) Certification obtained

Personal Interests:

- Active member of the Sanbornton Fire Department from December 1999 to August 2003,
Auxiliary member

Karen M. Santuccio

EXPERIENCE:

ServiceLink Resource Center Tamworth NH

March 2016-present

Medicare Specialist

- Working with and educating clients on Medicare/Medicaid rules and options.
- Assist with Prescription drug plan enrollment
- Submit Medicare Saving Savings Program applications
- Group education and community outreach regarding Medicare and Medicare fraud
- Enter daily contact information and notes into data base

Information and Referral Specialist

- Answer calls and link individuals with public and/or private agencies and organizations
- Enter daily contact information and notes into data base
- Assist clients in completing applications and other paperwork

K.A. Brett School - Paraprofessional Tamworth, NH

2007 – 2016

- Special Education paraprofessional duties including supporting, modifying and implementation of educational materials
- Use of a communication device and other adaptive equipment
- Feeding, changing, and recording aspects of day in a student log
- Confidential electronic data reporting of Medicaid students
- One-to-one support and small group instruction
- Attendance in monthly meetings for one-to-one students
- Title 1 para duties included instruction to grades K-6 in small group settings
- Create and implement daily curriculum for reading groups
- Assist students grades K-6 with math, writing and various learning under the direction of the classroom teacher
- Administer and score reading and math assessments for Title I students

Summer Enrichment Program, Madison Elementary – Special Ed 1:1 Para

Summer 2013, 2014

- One-to-one special education
- Support academic learning and play in a classroom environment through modification and use of a communication device
- Feeding, changing and use of various adaptive equipment

Madison Recreation Department – Assistant Director

Summer 2009

- Plan activities, crafts, and games for K – 6 summer program
- Oversee staff and communicate regarding daily activities
- Supervise children during indoor and outdoor activities, as well as weekly field trips

Family Childcare of Madison – Childcare Provider

2004 – 2007

- Implement curriculum and games for children ages 15 months to 9 years
- Supervision and guidance for all aspects of childcare from open to close, including before and after school care
- Maintain close communication with parents

Conway Police Department – Assistant to the Prosecutor

May 2005 – August 2005 June 2011 - August 2011(temporary positions)

- Answer phones, relay messages and other administrative responsibilities
- Update criminal database on computer, based on court outcomes
- File accident reports and related information; send documents to insurance companies and various individuals
- Maintain court file system for prosecution
- Forward appropriate documentation to attorneys for trial preparation
- Update alarm code book for police officers and dispatch
- Process gun permit applications

MWV Healthcare – Managed Care Referral Specialist

2002 – 2004

- Process HMO referrals for five primary care providers
- Coordinate patient care and book specialist appointments
- Various front office responsibilities such as scheduling appointments, answering phones and relaying messages to appropriate departments
- Patient check-in and account information verification

EDUCATION:

Granite State College

Associate in Arts – General Studies

Graduated 12/2005

Bachelor of Science -Psychology

Graduated 06/2014

CARISSA ELPHICK

EDUCATION

University of New Hampshire, Durham, New Hampshire

September 2013

Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)

Saint Joseph's College of Maine, Standish, Maine

May 2011

Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)

EXPERIENCE

ServiceLink Resource Center, Laconia, NH

Long Term Support Counselor/Care Transitions Specialist

December 2014 - Present

- Perform person- centered options counseling to connect individuals to long term supports and services
- Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources
- Information and referral to resources and services in the community for consumers
- Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates
- Facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services

Merrimack County Advocacy Center, Concord, New Hampshire

Program Assistant/Forensic Interviewer

May 2013-November 2014

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals
- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault
- Daily interactions with child abuse and sexual assault victims and their families
- Creation, coordination, and implementation of outreach and prevention projects
- Coordinate and schedule monthly case review meetings for multidisciplinary team
- Facilitate multidisciplinary team meetings to include documenting meeting minutes
- Assist in agency sustainability through fundraising and community relationship building
- Use of Microsoft Office Suite to create documents, brochures, and flyers under the direction of the Executive Director
- Phone reception, copying, scanning, processing incoming mail

State of New Hampshire Judicial Branch, Franklin, New Hampshire

Court Assistant II

January 2012-July 2012

- Daily docketing of incoming law enforcement complaints and judicial mail
- Scheduling hearings as needed
- Case management on all adoptions, name changes, minor guardianships, and trusts
- Daily interactions with Circuit Court Judge, marital master, call center representatives, and public seeking court assistance
- Phone reception, copying for certified copy requests, and scanning documents

Common Man Family of Restaurants, Plymouth, New Hampshire

Server

June 2011-February 2012

- Customer service to restaurant patrons
- Ability to make quick decisions in a fast-paced environment

Mount Prospect Academy

Residential Youth Counselor

March 2011-June 2011

- 8-12 hour constant supervision and support for adjudicated males ages 11-17
- Professional interactions with support staff, mental health professionals, and educators
- Crisis intervention training for at-risk youth

CARISSA ELPHICK

Bank of New Hampshire

Items Processing Representative

Electronic Banking Representative

Bank Office Support Representative

June 2007- August 2008

May 2008-August 2008

May 2009- August 2010

- Balanced incoming transactions from frontline personnel and conducted scanning of all bank transactions.
- Performed daily tasks of ordering debit cards and file maintenance on customer data files.
- Performed scanning and verification of internal documents, file maintenance on customer IRA accounts, processed daily incoming mail, and provided support for other daily tasks within the department.

VOLUNTEER EXPERIENCE & SPECIAL INTERESTS

- ***Person-Centered Thinking and Options Counseling Certifications***
 - Awarded 2016
- ***State Health Insurance Assistance Program – Program Specialist Certification***
 - Awarded 2016
- ***Certified Information and Referral Specialist for Aging/ Disability (CIRS A/D)***
 - Awarded 2015
- ***Alpha Phi Sigma National Criminal Justice Honor Society – University of New Hampshire Chapter***
 - Member (Inducted 2013)
- ***Psychology Department Award – Saint Joseph’s College of Maine***
 - Recipient (2011)
- ***Delta Epsilon Sigma – Saint Joseph’s College of Maine Chapter***
 - Member (Inducted 2010)
- ***Psi Chi National Honor Society in Psychology – Saint Joseph’s College of Maine Chapter***
 - Member (Inducted 2009)
- ***Habitat for Humanity, Portland, Maine***
 - Volunteer (September 2007-May 2011)

OTHER NOTABLE EXPERIENCE

Merrimack County Advocacy Center

Graduate Intern under the Executive Director

January 2012–May 2012

- Participation as a multidisciplinary team member during daily forensic interviews
- Daily interactions with child abuse victims and their families
- Conducted research on indictment outcomes in sexual assault investigations in Merrimack County
- Handling confidential information and documents in the appropriate manners
- Professional daily interactions with law enforcement, child protective service workers, mental health professionals, medical professionals, and prosecutors
- Maintained database on all cases received by agency
- Use of Microsoft Office Suite to create program documents and brochures

Center for Grieving Children, Portland, Maine

Intern Multicultural Program Facilitator

September 2010–May 2011

- Supervision to middle school children from immigrant families once per week
- Emotional and social peer support in small groups
- Training in reflective listening skills

JENNIFER GROLEAU

Administrative and Technical
Support Assistant

SUMMARY OF QUALIFICATIONS

A conscientious professional with extensive ability to multitask and manage deadlines. Ability to use industry and product knowledge to build customer relationships. Experienced managing company Sales Representatives and working directly with other colleagues on assigned tasks and projects. Superior history using written and verbal telecommunication skills in a professional environment.

TECHNICAL SKILLS

- General Software: Microsoft Word, Excel, Powerpoint, Publisher, Outlook, FedEx Manager, ACCTivate and Mas 200 inventory management software.
- Highly adept at learning and mastering any new software quickly and efficiently.
- Experience with high volume phone communications.
- Design Software: Adobe Illustrator, Adobe Photoshop and Acrobat Pro.

PROFESSIONAL EXPERIENCE

PARTNERSHIP FOR PUBLIC HEALTH | ADMINISTRATIVE AND TECHNICAL SUPPORT | OCTOBER 2015-CURRENT | LACONIA, NH

- Reports to Executive Director of the organization. Creates documents, meeting minutes, pamphlets, business cards, and other written and visual media. Proof-read all work for accuracy and neatness. Performs a wide variety of secretarial and clerical duties in support of the organization including answering phones and distributing mail to appropriate staff. Orders and maintains an adequate inventory of all office supplies.
- Install, configure, repair and replace PCs, configure basic network settings on various devices, Troubleshoot basic networking issues and provide technical needs that may arise on a daily basis including support on printers, copiers, projectors, and various software. Currently working with the migration of Microsoft Exchange to Office 365.
- Responsible for updates to website including adding events, documentation such as PDFs and pictures. Created new domain and website for a new sector of the organization.

ANNALEE DOLLS | INSIDE WHOLESALE ACCOUNT ADMINISTRATOR - CUSTOMER SERVICE SPECIALIST | OCTOBER 2011-SEPTEMBER 2015 | MEREDITH, NH

- Proficient in creating customer relationships through in-bound and out-bound communication via phone and email. This requires assisting customers with all questions and product information as well as providing them with sales recommendations that will best fit their needs on both wholesale and retail levels.
- Expertise in supervising company Sales Representatives nationwide. This includes monitoring the sales and productivity for nearly 50 representatives, as well as providing them with motivation and any necessary support required.
- Responsible for overseeing that the sales pipeline is up-to-date with leads, prospects, and new accounts. This involves managing and analyzing sales goals in designated territories. Provides and tracks sales goals for all Sales Representatives. Sales goals are consistently exceeded.
- Experience typing and entering data for sales orders, processing credit card transactions through accounts receivable module, and communicating with the shipping department to release orders. Ability to use FedEx Manager to process high-volume returns for wholesale customers.

CITIZENS BANK | TELLER-VAULT/ATM OFFICER | JUNE 2010-OCTOBER 2011 | FRANKLIN, NH

- Assisted customers with all teller related transactions including deposits, withdrawals, and transfers.
- Responsible for managing the high volume of currency in the branch's vault and ATM. This required ensuring that all documents were recorded and filed without error within company compliance.
- Resolved customer related issues both over phone and in-person.
- Recommended products and services to customers to solve customer financial issues and to enhance a customer relationship with the bank. Consistently met and exceeded required sales goals set by the company.

EDUCATION

Framingham State College
Framingham, MA
Bachelor of Science in Consumer Sciences
Graduated May 2008 | 3.6 / 4 QPA - Dean's List

REFERRALS

Available upon request.

Colleen A. Drouin

| | |
|--------------------------|---|
| Objective | <i>To provide your organization with experienced Administrative skills.</i> |
| Experience | <p><i>Administrative Assistant, Lakes Region Partnership for Public Health 2008-present</i></p> <p>Daily functions include: technical support for computer network including daily back-ups, internet security, individual setups, purchases and inventory; web site development and maintenance; telephone system support and maintenance; office machine support and maintenance; and, oral and written communications, meeting minutes, client interactions, multi-tasking and general office functions.</p> <p><i>Office Manager: 2005 to 2008-Douglas Knee, O.D.</i></p> <p>Schedule appointments, order and dispense glasses and contacts, registered with the State of NH for Ophthalmic Dispensing, billing and collections for insurance and patients, confidential record keeping, oral and written communication, multi-tasking, updated documents and procedures into compute formats.</p> <p><i>Administrator: 1998 to 2005-McCormick Advisory Group, Management Company.</i></p> <p>Facilitate meetings dealing directly with Board of Directors for several home owner associations in the Lakes Region with Administrative follow-up, legal documents, state and local permits, budgets and expenditures, presentations, meeting minutes, schedule meetings and appointments, develop and maintain client relations and databases, oral and written communications, multi-tasking and general office functions.</p> <p><i>Central Office Technician and Engineering Clerk: 1973 to 1998-Verizon</i></p> <p>Technical support, analysis, maintenance and repair of central office equipment remotely from a control center environment, legal documents and easements, budgets and objectives, presentations, LAN management, trained personnel for PC software and equipment, engineering utility plans and general office functions.</p> |
| Computer Software | <p><i>Adobe Go-Live and Acrobat</i></p> <p><i>LAN Management</i></p> <p><i>Lotus Smart Suite</i></p> <p><i>Mainframe Applications</i></p> <p><i>Microsoft Office</i></p> |
| Education | <p><i>1998-Associate Degree in Computer Science</i></p> <p>NH Community Technical College, Laconia, NH-Graduated Phi Theta Kappa</p> <p><i>1972-High School Graduate, Laconia, NH</i></p> |
| Interests | <p><i>Northern NH Life Member Club for Telephone Pioneers-Secretary</i></p> <p><i>Lakes Region Conservation Trust</i></p> <p><i>Crafts, Gardening and Street Rods</i></p> |

EXPERIENCE

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. Laconia, NH 10/05- Present

EXECUTIVE DIRECTOR

- In conjunction with the Board of Directors, establish annual goals and objectives, action plans and evaluation strategies for the purpose of improving the health and well being of the citizens of the Lakes Region.
- Develop and implement action plans and evaluation strategies to operationalize selected goals.
- Manage inter-organizational cooperation and collaboration among Partners and external organizations to mitigate program duplication, fill needs gaps and develop public service plans to meet the evolving social and public health needs of the Lakes Region community.
- Hire and supervise LRPPH staff positions and programs that support the Partnership.
- Cultivate, develop and maintain external relationships with community organizations.
- Create annual public relations plan to create positive awareness of the LRPPH.
- Work with other agencies to conduct periodic community assessments and use that information to guide programs and policies.
- Responsible for grant prospecting, grant writing and all grant and financial reporting functions.
- Establish annual budget in partnership with the Board of Directors
- Manage annual budget for LRPPH and report quarterly to Board of Directors on financial status.
- Coordinate function of the Winnepesaukee Public Health Council.

SERVICELINK RESOURCE CENTER OF BELKNAP COUNTY, Laconia, NH 2/00-2008

PROGRAM DIRECTOR

- Directs the overall operation of a specialized aging/disability information and referral service for Belknap County

LAKES REGION GENERAL HOSPITAL, Laconia, NH 11/99-2/04

EMERGENCY ROOM SOCIAL WORKER

LACONIA CENTER-GENESIS ELDER CARE, Laconia, NH 2/99-10/99

DIRECTOR OF ADMISSIONS

- Assisted individuals and families in accessing skilled and nursing facility based care
- Provided marketing and public relations activities
- Provided case management, individual and family counseling for skilled residents

STRAFFORD GUIDANCE CENTER, Dover, NH 1991-1998

ASSISTANT CLINICAL DIRECTOR

DIRECTOR, COMMUNITY SUPPORT PROGRAMS

ASSISTANCE DIRECTOR COMMUNITY SUPPORT PROGRAM

- Managed the overall clinical and administrative operations of Community Support Programs serving 500 adults with severe mental illness including: elder services, case management, therapy, nursing, vocational and housing services
- Promoted and coordinated community involvement through regional planning and partnership building activities
- Member of the Strafford Guidance Center Executive Committee which provided overall management of clinical and administrative operations as well as planning and development for the entire agency.

SEACOAST MENTAL HEALTH CENTER, Portsmouth, NH 6/90-6/91
COORDINATOR OF VOCATIONAL SERVICES

- Assisted clients with severe mental illness obtain employment
- Supervised staff, budget development, quality assurance activities including JCAHO accreditation
- Educated the competitive job market to increase employer's willingness and capability to hire clients through supported and unsupported placements

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH 11/84-6/90
ADMINISTRATIVE COORDINATOR

ASSISTANT PROGRAM COORDINATOR
THERAPEUTIC ACTIVITIES SUPERVISOR
OCCUPATIONAL THERAPIST/CASE MANAGER
EMERGENCY SERVICES RELIEF WORKER

Program management and direct service activities for large day treatment program for adults with severe mental illness

WESTCHESTER COUNTY JAIL, Valhalla, NY 5/83-9/84

OCCUPATIONAL THERAPIST

SOUTH BEACH PSYCHIATRIC CENTER, Union, NJ 1/81-5/83

OCCUPATIONAL THERAPIST

EDUCATION

SPRINGFIELD COLLEGE, Springfield, MA 1988
MASTERS OF SCIENCE, SOCIAL WORK

KEAN STATE COLLEGE OF NEW JERSEY, Union, NJ 1980
BACHELORS OF SCIENCE, OCCUPATIONAL THERAPY

MEMBERSHIPS/AFFILIATIONS

Leadership Lakes Region -2010 graduate

Member NH Association for Non-Profits

Member NH Public Health Association

Member, Board of Directors, Upstream 2004

Certified Information and Referral Specialist for Aging, Alliance of Information and Referral Systems, 2005-2008

Certified Counselor, Health Information Counseling Education Assistance Services, 2002-2006

Member, Board of Directors, Tri-City Consumer Action Cooperative, 1997

Private, non-profit organization that provides peer support services for adults with mental illness

Chair and Member of Board of Directors, The Housing Consortium, 1994

Promote availability of affordable, non-discriminatory safe housing in Strafford County

Past member of National Association of Social Workers, Alliance for the Mentally Ill of NH and

International Association for Psychosocial Rehabilitation Services

PRESENTATIONS

"Working Together; Enhancing Partnerships in Public Health"-Keynote Speaker NH Public Health Association Annual Meeting

"Planning Ahead: The Key to Healthy Aging"- Keynote Speaker Speare Memorial Hospital Aging Conference

"ServiceLink, A Virtual Tour" Administration on Aging Summit National Leadership Conference

"The Housing Consortium", State Conference New Hampshire Alliance for the Mentally Ill

"Building Partnerships in the Community", National Conference, International Association for Psychosocial Rehabilitation Services

"Functional Assessment and Skill Building as Clinical Intervention", NH Community Support Services Conference

Marie L. Tule, CPA, MSA
MTule@ppnh.org

Educational Experience

Bentley University – MS in Accountancy
University of Vermont – BA degree

Work Experience

Lakes Region Partnership for Public Health, Laconia, NH 2013 – Current
Finance Director

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Supervise accounting staff.

Melanson Heath & Company, PC, Nashua, NH 1994 – 2013
Manager

- Planned, supervised, and prepared audited GAAP financial statements and compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

Price Waterhouse Coopers, LLP, Manchester, NH 1989 – 1994
Senior Accountant

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

The Donoghue Organization, Holliston, MA 1986 – 1988
Controller/Financial Analyst

- Prepared and analyzed monthly financial statements for newsletter publishing company.
- Supervised accounting staff including general ledger, accounts receivables, payroll, and accounts payables functions.
- Prepared budgets and forecasts, and managed cash flow.
- Responsible for human resource function.

Dennison Computer Supplies, Waltham, MA

1984 - 1986

Payroll Administrator

- Responsible for payroll function including filing monthly and quarterly tax reports (Forms 940,941)

Billing Coordinator

- Responsible for invoicing all shipments, rentals, and maintenance contracts. Filed sales & use tax returns.

Senior Accounts Payable

- Processed invoices and prepared vendor checks.

Accounts Receivable

- Applied cash receipts to AR ledger and researched discrepancies.

Volunteer Experience

NH Society of Certified Public Accountants

May, 2010 – Present

Committee Chair

Greater Nashua Mental Health Center – Treasurer

March, 2011 - Present

Audit & Finance Committee Chair

Various local nonprofits – Treasurer, Trustee

2001 – 2013

References - Available upon request.

EXPERIENCE

PARTNERSHIP FOR PUBLIC HEALTH, Laconia, NH 10/05- Present

EXECUTIVE DIRECTOR

- In conjunction with the Board of Directors, establish annual goals and objectives, action plans and evaluation strategies for the purpose of improving the health and well being of the citizens of the Lakes Region.
- Develop and implement action plans and evaluation strategies to operationalize selected goals.
- Manage inter-organizational cooperation and collaboration among Partners and external organizations to mitigate program duplication, fill needs gaps and develop public service plans to meet the evolving social and public health needs of the Lakes and Twin Rivers communities.
- Hire and supervise PPH staff positions and programs that support the Partnership.
- Cultivate, develop and maintain external relationships with community organizations.
- Create annual public relations plan to create positive awareness of the PPH.
- Work with other agencies to conduct periodic community assessments and use that information to guide programs and policies.
- Responsible for grant prospecting, grant writing and all grant and financial reporting functions.
- Establish annual budget in partnership with the Board of Directors
- Manage annual budget for PPH and report quarterly to Board of Directors on financial status.

SERVICELINK RESOURCE CENTER OF BELKNAP COUNTY, Laconia, NH 2/00-2008

PROGRAM DIRECTOR

- Directs the overall operation of a specialized aging/disability information and referral service for Belknap County

LAKES REGION GENERAL HOSPITAL, Laconia, NH 11/99-2/04

EMERGENCY ROOM SOCIAL WORKER

LACONIA CENTER-GENESIS ELDER CARE, Laconia, NH 2/99-10/99

DIRECTOR OF ADMISSIONS

- Assisted individuals and families in accessing skilled and nursing facility based care
- Provided marketing and public relations activities
- Provided case management, individual and family counseling for skilled residents

STRAFFORD GUIDANCE CENTER, Dover, NH 1991-1998

ASSISTANT CLINICAL DIRECTOR

DIRECTOR, COMMUNITY SUPPORT PROGRAMS

ASSISTANCE DIRECTOR COMMUNITY SUPPORT PROGRAM

- Managed the overall clinical and administrative operations of Community Support Programs serving 500 adults with severe mental illness including: elder services, case management, therapy, nursing, vocational and housing services
- Promoted and coordinated community involvement through regional planning and partnership building activities
- Member of the Strafford Guidance Center Executive Committee which provided overall management of clinical and administrative operations as well as planning and development for the entire agency.

SEACOAST MENTAL HEALTH CENTER, Portsmouth, NH 6/90-6/91

COORDINATOR OF VOCATIONAL SERVICES

- Assisted clients with severe mental illness obtain employment
- Supervised staff, budget development, quality assurance activities including JCAHO accreditation
- Educated the competitive job market to increase employer's willingness and capability to hire clients through supported and unsupported placements

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH 11/84-6/90

ADMINISTRATIVE COORDINATOR

ASSISTANT PROGRAM COORDINATOR

THERAPEUTIC ACTIVITIES SUPERVISOR

OCCUPATIONAL THERAPIST/CASE MANAGER

EMERGENCY SERVICES RELIEF WORKER

Program management and direct service activities for large day treatment program for adults with severe mental illness

WESTCHESTER COUNTY JAIL, Valhalla, NY 5/83-9/84

OCCUPATIONAL THERAPIST

SOUTH BEACH PSYCHIATRIC CENTER, Staten Island, NY 1/81-5/83

OCCUPATIONAL THERAPIST

EDUCATION

SPRINGFIELD COLLEGE, Springfield, MA 1988

MASTERS OF SCIENCE, SOCIAL WORK

KEAN STATE COLLEGE OF NEW JERSEY, Union, NJ 1980

BACHELORS OF SCIENCE, OCCUPATIONAL THERAPY

MEMBERSHIPS/AFFILIATIONS

Member, Board of Directors NH Public Health Association 2013-2016

Member NH SIM Governor's Advisory Board, 2015

Member NH Health Exchange Advisory Board 2014-2015

Member NH Suicide Prevention Council 2014-2015

Member, Board of Directors Laconia Area Community Land Trust, 2010-2015

Leadership Lakes Region -2010 graduate

Member NH Association for Non-Profits

Member, Board of Directors, Upstream 2004

Member, Board of Directors, Tri-City Consumer Action Cooperative, 1997

Chair and Member of Board of Directors, The Housing Consortium, 1994

Past member of National Association of Social Workers, Alliance for the Mentally Ill of NH and International Association for Psychosocial Rehabilitation Services

PRESENTATIONS

"Working Together; Enhancing Partnerships in Public Health"-Keynote Speaker NH Public Health Association Annual Meeting

"Planning Ahead: The Key to Healthy Aging"- Keynote Speaker Spere Memorial Hospital Aging Conference

"ServiceLink, A Virtual Tour" Administration on Aging Summit National Leadership Conference

"The Housing Consortium", State Conference New Hampshire Alliance for the Mentally Ill

"Building Partnerships in the Community", National Conference, International Association for Psychosocial Rehabilitation Services

"Functional Assessment and Skill Building as Clinical Intervention", NH Community Support Services Conference

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------|----------------------|----------|---------------------------|--------------------------------|
| Marie Tule | Finance Director | \$30,785 | 22% | \$6,597 |
| Marian Gill | ServiceLink Director | \$27,500 | 88% | \$23,954 |
| | | | | |
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| Personnel Sheet | | | | | | |
|--|-----------------------------------|---|-----------------------|--|--|----------------------------|
| New Hampshire Department of Health and Human Services | | | | | | |
| COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR | | | | | | |
| Bidder Name: | | LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC./BELKNAP COUNTY SERVICELINK RESOURCE CENTER | | | | |
| Name of RFP: | | Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program | | | | |
| Budget Period: | | State Fiscal Year 2018 | | | | |
| A | B | C | D | E | E | F |
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week* | Amnt Funded by this program for Budget Period | Amnt Funded by other sources for Budget Period | Site** |
| Example: | | | | | | |
| Program Coordinator | Sandra Smith | \$21.00 | 40 | \$40,000 | \$3,680 | |
| | | | | | | |
| Administrative Salaries | | | | | | |
| Executive Director | | 33.65 | 8.1 | \$14,211 | \$55,978 | Belknep Cty |
| Finance Director | Marie Tule | 33.83 | 4.21 | \$7,420 | \$54,316 | Belknep Cty |
| Bookkeeper | Linda Audet | 17.51 | 4.49 | \$4,097 | \$14,163 | Belknep Cty |
| | | | | | | |
| Total Admin. Salaries | | | | \$25,728 | \$124,457 | |
| Direct Service Salaries | | | | | | |
| Long-Term Support Counselor & Care Transitions Counselor | Carissa Elphick | \$ 20.00 | 32 | 33,370 | \$ - | Belknep Cty |
| Long-term Support Counselor, SHIP Counselor, & Caregiver Specialist | Brenda Stark Fortier | \$ 19.00 | 28 | 27,738 | \$ 11,888 | Belknep Cty/Carroll Cty |
| Veteran-Directed Counselor & Caregiver Specialist | Joyce Cameron | \$ 19.00 | 40 | 19,813 | \$ 19,813 | Belknep Cty |
| Medicare Specialist | Louisa Simpson | \$ 18.54 | 40 | 38,667 | \$ - | Belknep Cty |
| Administrative Support | Colleen Drouin | \$ 16.39 | 6.52 | 5,572 | \$ 8,223 | Belknep Cty |
| Administrative Support | Jennifer Groleau | \$ 17.50 | 15.48 | 14,125 | \$ 22,373 | Belknep Cty |
| ServiceLink Resource Center Director | Marian Gill | \$ 27.23 | 18.1 | 25,851 | \$ 30,940 | Belknep Cty/Carroll Cty |
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| Total Direct Salaries | | | | \$165,136 | \$93,236 | |
| Total Salaries by Program | | | | \$190,864 | \$217,693 | |

* Hours per Week - the total number of hours per week the staff person will work in the position, to provide the services in the RFP.

**Please list which site(s) each staff member works at, if your agency has multiple sites.

| Personnel Sheet | | | | | | | |
|---|--------------------------------|--|-----------------|---|--|-------------------------|-------------|
| New Hampshire Department of Health and Human Services | | | | | | | |
| COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR | | | | | | | |
| Bidder Name: | | LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC./BELKNAP COUNTY SERVICELINK RESOURCE CENTER | | | | | |
| Name of RFP: | | Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program | | | | | |
| Budget Period: | | State Fiscal Year 2019 | | | | | |
| A | B | C | D | E | E | F | |
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week* | Amnt Funded by this program for Budget Period | Amnt Funded by other sources for Budget Period | Site** | |
| Example: | Program Coordinator | Sandra Smith | \$21.00 | 40 | \$40,000 | \$3,680 | |
| Administrative Salaries | | | | | | | |
| Executive Director | | | 33.65 | 8.1 | \$3,553 | \$13,994 | Belknap Cty |
| Finance Director | Marie Tule | | 33.83 | 4.2 | \$1,855 | \$13,579 | Belknap Cty |
| Bookkeeper | Linda Audet | | 17.51 | 4.5 | \$1,024 | \$3,541 | Belknap Cty |
| Total Admin. Salaries | | | | | \$6,432 | \$31,114 | |
| Direct Service Salaries | | | | | | | |
| Long-Term Support Counselor & Care Transitions Counselor | Carissa Elphick | \$ 20.00 | 32 | 8,342 | \$ - | Belknap Cty | |
| Long-term Support Counselor, SHIP Counselor, & Caregiver Specialist | Brenda Stark Fortier | \$ 19.00 | 28 | 6,935 | \$ 2,972 | Belknap Cty/Carroll Cty | |
| Veteran-Directed Counselor & Caregiver Specialist | Joyce Cameron | \$ 19.00 | 40 | 4,953 | \$ 4,953 | Belknap Cty | |
| Medicare Specialist | Louisa Simpson | \$ 18.54 | 40 | 9,667 | \$ - | Belknap Cty | |
| Administrative Support | Colleen Drouin | \$ 16.39 | 6.5 | 1,393 | \$ 2,056 | Belknap Cty | |
| Administrative Support | Jennifer Groleau | \$ 17.50 | 15.5 | 3,531 | \$ 5,593 | Belknap Cty | |
| ServiceLink Resource Center Director | Marian Gill | \$ 27.23 | 18.1 | 6,463 | \$ 7,735 | Belknap Cty/Carroll Cty | |
| Total Direct Salaries | | | | | \$41,284 | \$23,309 | |
| Total Salaries by Program | | | | | \$47,716 | \$54,423 | |

* Hours per Week - the total number of hours per week the staff person will work in the position, to provide the services in the RFP.

**Please list which site(s) each staff member works at, if your agency has multiple sites.

| Personnel Sheet | | | | | | |
|--|--------------------------------|--|-----------------|---|--|-------------------------|
| New Hampshire Department of Health and Human Services | | | | | | |
| COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR | | | | | | |
| Bidder Name: | | LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC./CARROLL COUNTY SERVICELINK RESOURCE CENTER | | | | |
| Name of RFP: | | Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program | | | | |
| Budget Period: | | State Fiscal Year 2017 | | | | |
| A | B | C | D | E | E | F |
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week* | Amnt Funded by this program for Budget Period | Amnt Funded by other sources for Budget Period | Site** |
| Example: | | | | | | |
| Program Coordinator | Sandra Smith | \$21.00 | 40 | \$40,000 | \$3,680 | |
| Administrative Salaries | | | | | | |
| Executive Director | | \$ 33.65 | 6.3 | \$5,501 | \$29,593 | Belknap Cty |
| Finance Director | Marie Tule | \$ 33.83 | 3.3 | \$2,872 | \$27,996 | Belknap Cty |
| Bookkeeper | Linda Audet | \$ 17.51 | 3.5 | \$1,587 | \$7,543 | Belknap Cty |
| Total Admin. Salaries | | | | \$9,960 | \$65,132 | |
| Direct Service Salaries | | | | | | |
| Long-term Support Counselor & SHIP Counselor | Brenda Stark Fortier | \$ 19.00 | 12 | 5,944 | \$ 13,869 | Carroll Cty/Belknap Cty |
| Site Supervisor, Care Transitions Counselor, & Long-term Support Counselor | Jayne Maher | \$ 20.00 | 40 | 20,856 | \$ - | Carroll Cty |
| Veteran-Directed Counselor, Caregiver Specialist, & SHIP Generalist | Dawn Barnett | \$ 19.00 | 40 | 9,907 | \$ 9,907 | Carroll Cty |
| Medicare Specialist | Karen Santuccio | \$ 17.00 | 40 | 17,728 | \$ - | Carroll Cty |
| ServiceLink Resource Center Director | Marian Gill | \$ 27.23 | 16 | 11,312 | \$ 17,084 | Carroll Cty/Belknap Cty |
| Total Direct Salaries | | | | \$65,746 | \$40,860 | |
| Total Salaries by Program | | | | \$75,706 | \$105,991 | |

* Hours per Week - the total number of hours per week the staff person will work in the position, to provide the services in the RFP.

**Please list which site(s) each staff member works at, if your agency has multiple sites.

| Personnel Sheet | | | | | | |
|--|--|--|-----------------|--|--|-------------------------|
| New Hampshire Department of Health and Human Services | | | | | | |
| COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR | | | | | | |
| Bidder Name: | LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC./CARROLL COUNTY SERVICELINK RESOURCE CENTER | | | | | |
| Name of RFP: | Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program | | | | | |
| Budget Period: | State Fiscal Year 2018 | | | | | |
| A | B | C | D | E | E | F |
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week* | Amnt. Funded by this program for Budget Period | Amnt Funded by other sources for Budget Period | Site** |
| Example: Program Coordinator | Sandra Smith | \$21.00 | 40 | \$40,000 | \$3,680 | |
| Administrative Salaries | | | | | | |
| Executive Director | | \$ 33.65 | 6.3 | \$11,057 | \$59,131 | Belknap Cty |
| Finance Director | Marie Tule | \$ 33.83 | 3.3 | \$5,774 | \$55,962 | Belknap Cty |
| Bookkeeper | Linda Audet | \$ 17.51 | 3.5 | \$3,188 | \$15,071 | Belknap Cty |
| Total Admin. Salaries | | | | \$20,018 | \$130,165 | |
| Direct Service Salaries | | | | | | |
| Long-term Support Counselor & SHIP Counselor | Brenda Stark Fortier | \$ 19.00 | 12 | 11,888 | \$ 27,738 | Carroll Cty/Belknap Cty |
| Site Supervisor, Care Transitions Counselor, & Long-term Support Counselor | Jayne Maher | \$ 20.00 | 40 | 41,712 | \$ - | Carroll Cty |
| Veteran-Directed Counselor, Caregiver Specialist, & SHIP Generalist | Dawn Barnett | \$ 19.00 | 40 | 19,813 | \$ 19,813 | Carroll Cty |
| Medicare Specialist | Karen Santuccio | \$ 17.00 | 40 | 35,455 | \$ - | Carroll Cty |
| ServiceLink Resource Center Director | Marian Gill | \$ 27.23 | 13.8 | 19,624 | \$ 37,168 | Carroll Cty/Belknap Cty |
| Total Direct Salaries | | | | \$128,492 | \$84,719 | |
| Total Salaries by Program | | | | \$148,510 | \$214,883 | |

* Hours per Week - the total number of hours per week the staff person will work in the position, to provide the services in the RFP.

**Please list which site(s) each staff member works at, if your agency has multiple sites.

| New Hampshire Department of Health and Human Services | | | | | | |
|--|--------------------------------|--|-----------------|---|--|-------------------------|
| COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR | | | | | | |
| Bidder Name: | | LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC./CARROLL COUNTY SERVICELINK RESOURCE CENTER | | | | |
| Name of RFP: | | Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services: New Hampshire ServiceLink Program | | | | |
| Budget Period: | | State Fiscal Year 2019 | | | | |
| A | B | C | D | E | E | F |
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week* | Amnt Funded by this program for Budget Period | Amnt Funded by other sources for Budget Period | Site** |
| Example: | | | | | | |
| Program Coordinator | Sandra Smith | \$21.00 | 40 | \$40,000 | \$3,680 | |
| Administrative Salaries | | | | | | |
| Executive Director | | \$ 33.65 | 6.3 | \$2,764 | \$14,783 | Belknap Cty |
| Finance Director | Marie Tule | \$ 33.83 | 3.3 | \$1,443 | \$13,991 | Belknap Cty |
| Bookkeeper | Linda Audet | \$ 17.51 | 3.5 | \$797 | \$3,768 | Belknap Cty |
| Total Admin. Salaries | | | | \$5,005 | \$32,541 | |
| Direct Service Salaries | | | | | | |
| Long-term Support Counselor & SHIP Counselor | Brenda Stark Fortier | \$ 19.00 | 12 | 2,972 | \$ 6,935 | Carroll Cty/Belknap Cty |
| Site Supervisor, Care Transitions Counselor, & Long-term Support Counselor | Jayne Maher | \$ 20.00 | 40 | 10,428 | \$ - | Carroll Cty |
| Veteran-Directed Counselor, Caregiver Specialist, & SHIP Generalist | Dawn Barnett | \$ 19.00 | 40 | 4,953 | \$ 4,953 | Carroll Cty |
| Medicare Specialist | Karen Santuccio | \$ 17.00 | 40 | 8,864 | \$ - | Carroll Cty |
| ServiceLink Resource Center Director | Marian Gill | \$ 27.23 | 13.8 | 4,905 | \$ 9,293 | Carroll Cty/Belknap Cty |
| Total Direct Salaries | | | | \$32,122 | \$21,181 | |
| Total Salaries by Program | | | | \$37,127 | \$53,722 | |

* Hours per Week - the total number of hours per week the staff person will work in the position, to provide the services in the RFP.

**Please list which site(s) each staff member works at, if your agency has multiple sites.

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-07)

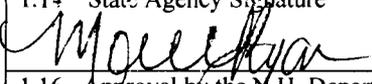
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Monadnock Collaborative | | 1.4 Contractor Address 105 Castle Street Keene, NH 03431 | |
| 1.5 Contractor Phone Number 603-357-1922 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$1,085,069.40 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Maryanne Ferguson, Executive Director | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Cheshire</u> On <u>November 4, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">  [Seal] </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> WENDY PRESTON Notary Public, State of New Hampshire My Commission Expires October 17, 2017 </div> </div> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Wendy Preston - Office Manager - Human Resources</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Date: <u>11/18/16</u> <u>Maureen Ryan Director, OHS</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Goble - Attorney</u> <u>11/29/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 
Date 11/4/2016



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
 - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
 - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
 - 2.1.2.1. Located in easily accessible areas.

[Handwritten Signature]
Date 11/4/2016



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
 - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
 - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
 - 2.1.2.2.3. Barrier-free/handicap access;
 - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
 - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
 - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
 - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
 - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
 - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
 - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
 - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
 - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
 - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
 - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
 - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
 - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
 - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
 - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
 - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
 - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
 - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
 - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
 - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
 - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
 - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
 - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
 - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
 - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
 - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
 - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
 - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
 - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
 - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
 - 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
 - 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.2.3.12. Facilitate a caregiver support group as needed.
 - 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
 - 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
 - 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
- 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
 - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
 - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
 - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
 - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
 - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
 - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
 - 2.2.5.2. Provide personalized counseling services.
 - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
 - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
 - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.2.6.3. Collaborate with community-based providers.
 - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
 - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
 - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.

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Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
 - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
 - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
 - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
 - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
 - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
 - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
 - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
 - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services , problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
 - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
 - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

Exhibit A

Contractor Initials



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
 - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
 - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
 - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
 - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.2.10.3.2. Conduct follow-up contacts.
 - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
 - 2.2.10.3.4. Develop a media list for the geographic area served.
 - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.2.10.4. Be responsible for purchasing media in their local area.
 - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

| Performance Measure | Reporting Method |
|--|---|
| 1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months. | Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. |
| 2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services. | Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM). |
| 3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month. | Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department. |
| 4. Demonstrate partnerships and evaluate effectiveness and lessons learned. | SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department. |

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
 - 3.2.1. Number of individuals served.
 - 3.2.2. Types of information/referrals provided to individuals.
 - 3.2.3. Follow-up services performed and frequency of services delivered.
 - 3.2.4. Length of contact.
 - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.

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 11/4/2016



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
 - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
 - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
 - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.

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11/4/2016



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
 - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
 - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
 - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
 - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
 - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
 - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
 - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
 - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
 - 5.6.5.2. Within 6 months of hire:
 - 5.6.5.2.1. SHIP training and assessments;
 - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
 - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
- 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
- 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.

5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:

5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:

- 5.7.1.1. Carroll and Sullivan .25 FTE;
- 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
- 5.7.1.3. Grafton .75 FTE;
- 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
- 5.7.1.5. Rockingham 1.25 FTE.

5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:

- 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
- 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
- 5.7.2.3. Merrimack County 2 FTE; and
- 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.

6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.

[Handwritten Signature]
11/4/2016



Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
 - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
 - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
 - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
 - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
 - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
 - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
 - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must;
 - 3.2.1 Clearly identify the amount requested and the services performed during that period.
 - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager
NH Department of Health and Human Services
Office of Human Services
129 Pleasant Street
Concord, NH 03301



Exhibit B

-
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
 6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

[Handwritten Signature]
11/4/2016

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Monadnock Collaborative - Monadnock Region

Improving Access to Information and Services for
Individuals and Families Needing Long Term Supports
and Services:

RFP-2017-OHS-01-SERVI

Budget Period: State Fiscal Year 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|--------------------|----------------|---------------|--------------------------|----------------|--------------|-------------------------------|----------------|---------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 127,576.70 | \$ 19,136.51 | \$ 146,713.21 | \$ 15,081.25 | \$ 2,262.19 | \$ 17,343.44 | \$ 112,495.45 | \$ 16,874.32 | \$ 129,369.77 |
| 2. Employee Benefits | \$ 35,666.95 | \$ 5,350.04 | \$ 41,016.99 | \$ 4,373.56 | \$ 656.03 | \$ 5,029.59 | \$ 31,293.39 | \$ 4,694.01 | \$ 35,987.40 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,041.00 | \$ 434.00 | \$ 3,475.00 | \$ - | \$ 434.00 | \$ 434.00 | \$ 3,041.00 | \$ - | \$ 3,041.00 |
| Travel | \$ 3,644.00 | \$ - | \$ 3,644.00 | \$ - | \$ - | \$ - | \$ 3,644.00 | \$ - | \$ 3,644.00 |
| 7. Occupancy | \$ 15,008.83 | \$ - | \$ 15,008.83 | \$ 2,400.00 | \$ - | \$ 2,400.00 | \$ 12,608.83 | \$ - | \$ 12,608.83 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 4,915.00 | \$ - | \$ 4,915.00 | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ 3,915.00 | \$ - | \$ 3,915.00 |
| Postage | \$ 895.00 | \$ - | \$ 895.00 | \$ - | \$ - | \$ - | \$ 895.00 | \$ - | \$ 895.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,620.00 | \$ - | \$ 1,620.00 | \$ - | \$ - | \$ - | \$ 1,620.00 | \$ - | \$ 1,620.00 |
| 11. Staff Education and Training | \$ 1,325.00 | \$ - | \$ 1,325.00 | \$ - | \$ - | \$ - | \$ 1,325.00 | \$ - | \$ 1,325.00 |
| 12. Subcontracts/Agreements: IT services | \$ 9,350.16 | \$ - | \$ 9,350.16 | \$ 6,000.00 | \$ - | \$ 6,000.00 | \$ 3,350.16 | \$ - | \$ 3,350.16 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 206,042.64 | \$ 24,920.55 | \$ 230,963.19 | \$ 31,854.81 | \$ 3,352.22 | \$ 35,207.03 | \$ 174,187.83 | \$ 21,568.33 | \$ 195,756.16 |

Indirect As A Percent of Direct 12.1% 0.105234343

Contractor Initials: *[Signature]*
Date: 11/11/2014

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for
Individuals and Families Needing Long Term Supports
Budget Request for: and Services:

RFP-2017-OHS-01-SERV1

Budget Period: State Fiscal Year 2017

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | |
|--|--------------------|----------------|--------------------------|----------------|-------------------------------|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 85,788.51 | \$ 12,868.28 | \$ 12,065.00 | \$ 1,809.75 | \$ 73,723.51 | \$ 11,058.53 |
| 2. Employee Benefits | \$ 21,929.73 | \$ 3,289.74 | \$ 3,498.85 | \$ 524.83 | \$ 18,430.88 | \$ 2,764.91 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 7,225.00 | \$ - | \$ 7,225.00 | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ - | \$ - |
| 5. Supplies: Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ 8.00 | \$ - | \$ 8.00 | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical Office | \$ 3,966.00 | \$ 350.00 | \$ 2,733.00 | \$ 350.00 | \$ 1,233.00 | \$ - |
| 6. Travel | \$ 5,976.00 | \$ - | \$ 3,738.00 | \$ - | \$ 2,238.00 | \$ - |
| 7. Occupancy | \$ 11,190.00 | \$ 2,100.00 | \$ 3,500.00 | \$ 2,100.00 | \$ 7,690.00 | \$ - |
| 8. Current Expenses Telephone | \$ 8,278.00 | \$ - | \$ 5,416.83 | \$ - | \$ 2,861.17 | \$ - |
| Postage | \$ 380.00 | \$ - | \$ 190.00 | \$ - | \$ 190.00 | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 2,750.00 | \$ - | \$ 2,125.00 | \$ - | \$ 625.00 | \$ - |
| 11. Staff Education and Training | \$ 2,250.00 | \$ - | \$ 1,625.00 | \$ - | \$ 625.00 | \$ - |
| 12. Subcontracts/Agreements IT Services | \$ 5,514.24 | \$ - | \$ 3,500.00 | \$ - | \$ 2,014.24 | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 157,255.48 | \$ 19,608.02 | \$ 47,624.68 | \$ 5,784.58 | \$ 109,630.80 | \$ 13,823.44 |
| Indirect As A Percent of Direct | | | 12.5% | | 0.126090843 | |
| | | | 0.121461761 | | 0.126090843 | |

Contractor Initials: *mas*
Date: 11/14/2016

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Monadnock Collaborative - Monadnock Region

Improving Access to Information and Services for
Individuals and Families Needing Long Term Supports and
Services:

(Name of RFP)

Budget Period: State Fiscal Year 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 | \$ 212,286.26 | \$ 31,842.94 | \$ - | \$ - | \$ 212,286.26 | \$ 31,842.94 | \$ 244,129.20 |
| 2. Employee Benefits | \$ 54,133.00 | \$ 8,119.95 | \$ - | \$ - | \$ 54,133.00 | \$ 8,119.95 | \$ 62,252.95 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 1,116.00 | \$ - | \$ - | \$ - | \$ 1,116.00 | \$ - | \$ 1,116.00 |
| Purchase/Depreciation | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 8,897.00 | \$ - | \$ 1,000.00 | \$ - | \$ 7,897.00 | \$ - | \$ 7,897.00 |
| 6. Travel | \$ 11,234.00 | \$ - | \$ 1,000.00 | \$ - | \$ 10,234.00 | \$ - | \$ 10,234.00 |
| 7. Occupancy | \$ 25,201.00 | \$ 1,200.00 | \$ 2,200.00 | \$ 1,200.00 | \$ 23,001.00 | \$ - | \$ 23,001.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 11,637.00 | \$ - | \$ 3,400.00 | \$ - | \$ 8,237.00 | \$ - | \$ 8,237.00 |
| Postage | \$ 464.00 | \$ - | \$ - | \$ - | \$ 464.00 | \$ - | \$ 464.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 4,000.00 | \$ - | \$ 4,000.00 | \$ - | \$ - | \$ 4,000.00 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 6,239.99 | \$ - | \$ 3,339.14 | \$ - | \$ 2,900.85 | \$ - | \$ 2,900.85 |
| 11. Staff Education and Training | \$ 2,650.00 | \$ - | \$ 1,250.00 | \$ - | \$ 1,400.00 | \$ - | \$ 1,400.00 |
| 12. Subcontracts/Agreements IT Services | \$ 21,105.00 | \$ - | \$ 9,000.00 | \$ - | \$ 12,105.00 | \$ - | \$ 12,105.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 354,963.25 | \$ 47,162.89 | \$ 21,189.14 | \$ 7,200.00 | \$ 333,774.11 | \$ 39,962.89 | \$ 373,737.00 |

13.3%

Indirect As A Percent of Direct

0.339796707

0.119730347

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for
Individuals and Families Needing Long Term
Budget Request for: Supports and Services:
(Name of RFP)

Budget Period: State Fiscal Year 2018

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|--------------------|----------------|---------------|--------------------------|----------------|--------------|-------------------------------|----------------|---------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 139,789.34 | \$ 20,968.40 | \$ 160,757.74 | \$ - | \$ - | \$ - | \$ 139,789.34 | \$ 20,968.40 | \$ 160,757.74 |
| 2. Employee Benefits | \$ 35,646.28 | \$ 5,346.94 | \$ 40,993.22 | \$ - | \$ - | \$ - | \$ 35,646.28 | \$ 5,346.94 | \$ 40,993.22 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| Purchase/Depreciation | \$ 4,000.00 | \$ - | \$ 4,000.00 | \$ 4,000.00 | \$ - | \$ 4,000.00 | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,950.00 | \$ - | \$ 3,950.00 | \$ 200.00 | \$ - | \$ 200.00 | \$ 3,750.00 | \$ - | \$ 3,750.00 |
| Travel | \$ 6,200.00 | \$ - | \$ 6,200.00 | \$ 500.00 | \$ - | \$ 500.00 | \$ 5,700.00 | \$ - | \$ 5,700.00 |
| 6. Occupancy | \$ 10,400.00 | \$ 3,600.00 | \$ 14,000.00 | \$ - | \$ 3,600.00 | \$ 3,600.00 | \$ 10,400.00 | \$ - | \$ 10,400.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 10,023.04 | \$ - | \$ 10,023.04 | \$ 3,400.00 | \$ - | \$ 3,400.00 | \$ 6,623.04 | \$ - | \$ 6,623.04 |
| Postage | \$ 413.00 | \$ - | \$ 413.00 | \$ - | \$ - | \$ - | \$ 413.00 | \$ - | \$ 413.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 3,125.00 | \$ - | \$ 3,125.00 | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ 1,625.00 | \$ - | \$ 1,625.00 |
| 11. Staff Education and Training | \$ 2,500.00 | \$ - | \$ 2,500.00 | \$ 500.00 | \$ - | \$ 500.00 | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| 12. Subcontracts/Agreements IT Services | \$ 7,500.00 | \$ - | \$ 7,500.00 | \$ 3,000.00 | \$ - | \$ 3,000.00 | \$ 4,500.00 | \$ - | \$ 4,500.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 224,046.66 | \$ 29,915.34 | \$ 253,962.00 | \$ 13,100.00 | \$ 3,600.00 | \$ 16,700.00 | \$ 210,946.66 | \$ 26,315.34 | \$ 237,262.00 |

13.4%
0.27480916

Indirect As A Percent of Direct

Contractor Initials: *MS*
Date: *11/17/14*

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Monadnock Collaborative - Monadnock Region

Improving Access to Information and Services for
Individuals and Families Needing Long Term Supports and
Services: _____
(Name of RFP)

Budget Period: State Fiscal Year 2019

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|--------------------|----------------|---------------|--------------------------|----------------|--------------|-------------------------------|----------------|--------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 53,071.58 | \$ 9,528.91 | \$ 62,600.49 | \$ - | \$ - | \$ - | \$ 53,071.58 | \$ 9,528.91 | \$ 62,600.49 |
| 2. Employee Benefits | \$ 16,199.15 | \$ 2,782.45 | \$ 18,981.60 | \$ - | \$ - | \$ - | \$ 16,199.15 | \$ 2,782.45 | \$ 18,981.60 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 600.00 | \$ - | \$ 600.00 | \$ 600.00 | \$ - | \$ 600.00 | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 2,077.00 | \$ - | \$ 2,077.00 | \$ 2,077.00 | \$ - | \$ 2,077.00 | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 4,099.00 | \$ - | \$ 4,099.00 | \$ 2,500.00 | \$ - | \$ 2,500.00 | \$ 1,599.00 | \$ - | \$ 1,599.00 |
| Travel | \$ 4,708.00 | \$ - | \$ 4,708.00 | \$ 3,000.00 | \$ - | \$ 3,000.00 | \$ 1,708.00 | \$ - | \$ 1,708.00 |
| 6. Travel | \$ 9,000.00 | \$ 600.00 | \$ 9,600.00 | \$ 4,065.09 | \$ 600.00 | \$ 4,665.09 | \$ 4,934.91 | \$ - | \$ 4,934.91 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,934.00 | \$ - | \$ 2,934.00 | \$ 1,250.00 | \$ - | \$ 1,250.00 | \$ 1,684.00 | \$ - | \$ 1,684.00 |
| Postage | \$ 116.00 | \$ - | \$ 116.00 | \$ - | \$ - | \$ - | \$ 116.00 | \$ - | \$ 116.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 1,000.00 | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ 1,000.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,360.00 | \$ - | \$ 1,360.00 | \$ 600.00 | \$ - | \$ 600.00 | \$ 760.00 | \$ - | \$ 760.00 |
| 11. Staff Education and Training | \$ 1,062.00 | \$ - | \$ 1,062.00 | \$ 500.00 | \$ - | \$ 500.00 | \$ 562.00 | \$ - | \$ 562.00 |
| 12. Subcontracts/Agreements IT Services | \$ 2,657.00 | \$ - | \$ 2,657.00 | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ 1,657.00 | \$ - | \$ 1,657.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 97,883.73 | \$ 13,911.36 | \$ 111,795.09 | \$ 15,592.09 | \$ 1,600.00 | \$ 17,192.09 | \$ 82,291.64 | \$ 12,311.36 | \$ 94,603.00 |

Indirect As A Percent of Direct 14.2% 0.149606448

Contractor Initials: *[Signature]*
Date: 11/17/2014

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Monadnock Collaborative - Sullivan County

Improving Access to Information and Services for
Individuals and Families Needing Long Term Supports
Budget Request for: and Services:

(Name of RFP)

Budget Period: State Fiscal Year 2019

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---|--------------------|----------------|--------------------------|----------------|-------------------------------|----------------|--------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 34,947.34 | \$ 5,242.10 | \$ - | \$ - | \$ 34,947.34 | \$ 5,242.10 | \$ 40,189.44 |
| 2. Employee Benefits | \$ 8,911.57 | \$ 1,336.74 | \$ - | \$ - | \$ 8,911.57 | \$ 1,336.74 | \$ 10,248.31 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 920.00 | \$ - | \$ - | \$ - | \$ 920.00 | \$ - | \$ 920.00 |
| Travel | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ 1,650.00 | \$ - | \$ 1,650.00 |
| 6. Travel | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ 1,650.00 | \$ - | \$ 1,650.00 |
| 7. Occupancy | \$ 4,000.00 | \$ 1,050.00 | \$ 2,264.75 | \$ - | \$ 1,735.25 | \$ 1,050.00 | \$ 2,785.25 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 2,350.00 | \$ - | \$ 500.00 | \$ - | \$ 1,850.00 | \$ - | \$ 1,850.00 |
| Postage | \$ 103.00 | \$ - | \$ - | \$ - | \$ 103.00 | \$ - | \$ 103.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 721.00 | \$ - | \$ - | \$ - | \$ 721.00 | \$ - | \$ 721.00 |
| 11. Staff Education and Training | \$ 590.00 | \$ - | \$ - | \$ - | \$ 590.00 | \$ - | \$ 590.00 |
| 12. Subcontracts/Agreements | \$ 3,200.00 | \$ - | \$ 2,000.00 | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 58,392.91 | \$ 7,628.84 | \$ 5,764.75 | \$ - | \$ 52,628.16 | \$ 7,628.84 | \$ 60,257.00 |

Indirect As A Percent of Direct 13.1%

0

0.14495731

Contractor Initials: MS
Date: 11/14/2014



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

11/4/2014
Date

Maryanne B. Ferguson
Name: Maryanne B. Ferguson
Title: Executive Director

Contractor Initials MBF
Date 11/4/2014



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

11/4/2016
Date

Maryanne B. Ferguson
Name: Maryanne B. Ferguson
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

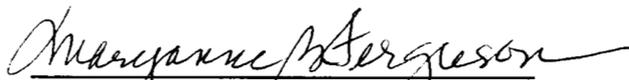
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/4/2010
Date


Name: Maryanne B. Ferguson
Title: Executive Director

Contractor Initials MRF
Date 11/4/2010



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

A handwritten signature in black ink, appearing to be "MRS".

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/2016
Date

Maryanne B. Ferguson
Name: Maryanne B. Ferguson
Title: Executive Director

Exhibit G

Contractor Initials MJF

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/4/2016



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:

11/4/2016
Date

Maryanne Ferguson
Name: Maryanne B. Ferguson
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

msj



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.

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Monadnock Collaborative
Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Maureen Ryan

Maureen Ryan

Director, OHS

11/18/16

Maryanne Ferguson

Maryanne Ferguson

Executive Director

11/4/16

mf

11/4/2016



**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:

11/4/2016
Date

Maryanne B Ferguson
Name: Maryanne B Ferguson
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: 078365403
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:

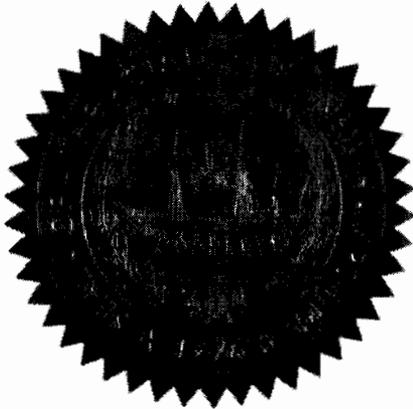
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Monadnock Collaborative is a New Hampshire nonprofit corporation formed June 6, 2001. 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 29th day of July A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Alan Greene, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Monadnock Collaborative
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency
duly held on 8/24/16:
(Date)

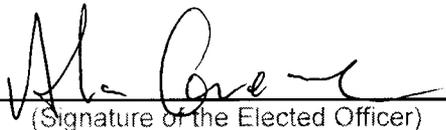
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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
10th day of November, 2016.
(Date Contract Signed)

4. Maryanne Ferguson is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

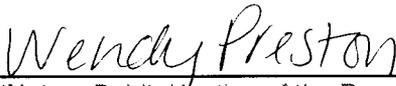

(Signature of the Elected Officer)

STATE OF NH

County of Cheshire

The forgoing instrument was acknowledged before me this 10th day of November, 2016.

By Alan Greene
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires

WENDY PRESTON
Notary Public, State of New Hampshire
My Commission Expires October 17, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2016

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Monadnock Collaborative & Pilot Health, LLC 105 Castle Street Keene NH 03431 | INSURER A: Philadelphia Insurance Co | |
| | INSURER B: AmTrust Financial Services, Inc. | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL. SUBR. INSD. WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | PHFK1427871 | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PHFK1427871 | 2/1/2016 | 2/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | PHUB523467 | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | TWC3560222 | 7/1/2016 | 7/1/2017 | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT

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ACORD 25 (2014/01)

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INS026 (01/14/11)

Monadnock Collaborative

Mission, Vision and Goals

Mission

The Monadnock Collaborative nurtures ideas and initiatives that enhance the health and well being of the citizens and communities in the Monadnock Region, by means of:

- **Serving** as a model of collaboration;
- **Providing** leadership;
- **Creating** structure for organizations and efforts;
- **Fostering** partnership;
- **Improving** access to services;
- **Administering** programs and projects

Vision

The **vision** of the Monadnock Collaborative is “a Monadnock Region where all persons have access to health services and healthy activities, and are living fully and independently.”

Goals

The **goals** of the Monadnock Collaborative are:

- To facilitate health care programs to further the wellness and the positive capacities of residents in the Monadnock Region community
- To develop a new service delivery system which shall be locally managed and which will reflect the culture and the values of the community;
- To facilitate and promote the functions of, help carry out the purposes of, and uphold the activities of health care and community service facilities for the effective delivery of a continuum of health care services to persons in the Monadnock Region;
- To provide the members of the Monadnock Region with access to information and knowledge that enables the community members to make informed choices regarding the supportive care options available;
- To conduct outreach and to inform and assist individuals in the Monadnock Region in identifying and locating services from a variety of voluntary, public and private agencies based upon need;
- To develop and facilitate an educational curriculum to assist individuals in maintaining their independence and improving their quality of life.

MONADNOCK COLLABORATIVE

**FOR THE YEAR ENDED
JUNE 30, 2015
AND
INDEPENDENT AUDITORS' REPORT**

MONADNOCK COLLABORATIVE

FINANCIAL STATEMENTS

JUNE 30, 2015

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To the Board of Directors of
Monadnock Collaborative
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statement of financial position of Monadnock Collaborative as of June 30, 2015. The financial statement is the responsibility of the organization's management. Our responsibility is to express an opinion on this financial statement based on our audit.

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 the statement of financial position for the year ended June 30, 2015. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, 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 statement of financial position referred to above presents fairly, in all material respects, the financial position of Monadnock Collaborative as of June 30, 2015 in conformity with accounting principles generally accepted in the United States of America.

Other Accountants' Responsibility

We have compiled the accompanying statements of activity, cash flows, and functional expenses for the year ended June 30, 2015, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed these accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

*Leone, McDonnell & Roberts
Professional Association*

North Conway, New Hampshire
December 2, 2015

MONADNOCK COLLABORATIVE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

| | <u>Audited</u> <u>2015</u> |
|--|---|
| <u>ASSETS</u> | |
| CURRENT ASSETS | |
| Cash | \$ 90,855 |
| Accounts receivable | 162,039 |
| Due from affiliate | <u>234,647</u> |
| Total current assets | <u>487,541</u> |
| PROPERTY AND EQUIPMENT | |
| Furniture and fixtures | 7,708 |
| Less accumulated depreciation | <u>(1,542)</u> |
| Total property and equipment | <u>6,166</u> |
| Total assets | <u>\$ 493,707</u> |
| <u>LIABILITIES AND NET ASSETS</u> | |
| CURRENT LIABILITIES | |
| Accounts payable | \$ 14,065 |
| Accrued salaries, wages and related expenses | <u>18,396</u> |
| Total current liabilities | 32,461 |
| NET ASSETS - UNRESTRICTED | <u>461,246</u> |
| Total liabilities and net assets | <u>\$ 493,707</u> |

See Notes to Financial Statements

MONADNOCK COLLABORATIVE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015

| | Compiled <u>2015</u> |
|--|---------------------------------|
| REVENUE AND SUPPORT | |
| Grants | \$ 1,050,815 |
| Other revenue and support | <u>2,590</u> |
| Total revenue and support | <u>1,053,405</u> |
| EXPENSES | |
| Program services | |
| Service Link | 696,931 |
| Monadnock Voices for Prevention | <u>127,997</u> |
| Total program services | 824,928 |
| Management and general | <u>102,711</u> |
| Total expenses | <u>927,639</u> |
| INCREASE IN NET ASSETS | 125,766 |
| NET ASSETS AT BEGINNING OF YEAR | <u>335,480</u> |
| NET ASSETS AT END OF YEAR | <u>\$ 461,246</u> |

See Notes to Financial Statements

MONADNOCK COLLABORATIVE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015

| | Compiled <u>2015</u> |
|--|---------------------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Increase in net assets | \$ 125,766 |
| Adjustments to reconcile increase in net assets to net cash provided by operating activities: | |
| Depreciation | 1,542 |
| Decrease (increase) in assets: | |
| Accounts receivable | (79,096) |
| Due from affiliate | (107,912) |
| Increase (decrease) in liabilities: | |
| Accounts payable | 80,605 |
| Accrued salaries, wages and related expenses | <u>17,543</u> |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>38,448</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Purchase of property and equipment | <u>(7,708)</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(7,708)</u> |
| NET INCREASE IN CASH | 30,740 |
| CASH AT BEGINNING OF YEAR | <u>60,115</u> |
| CASH AT END OF YEAR | <u>\$ 90,855</u> |

See Notes to Financial Statements

MONADNOCK COLLABORATIVE

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015**

| | PROGRAM SERVICES | | | | |
|-----------------------------------|-------------------------|--|--------------------------|---------------------------------------|---------------------------|
| | Service Link | Monadnock Voices for Prevention | Total Program | Management and General | Compiled Total |
| PERSONNEL COSTS | | | | | |
| Salaries and wages | \$ 417,606 | \$ 49,929 | \$ 467,535 | \$ - | \$ 467,535 |
| Payroll taxes | 31,946 | 3,821 | 35,767 | - | 35,767 |
| Employee benefits | <u>72,283</u> | <u>12,947</u> | <u>85,230</u> | - | <u>85,230</u> |
| Total personnel costs | 521,835 | 66,697 | 588,532 | - | 588,532 |
| Advertising/Marketing | 21,165 | 39,175 | 60,340 | 748 | 61,088 |
| Auditing | - | - | - | 500 | 500 |
| Consumable Supplies | 28,841 | 2,558 | 31,397 | 1,823 | 33,220 |
| Conferences/Conventions | 13,215 | 1,975 | 15,190 | 1,358 | 16,545 |
| Contracted Staff | 3,100 | - | 3,100 | - | 3,100 |
| Depreciation | 1,542 | - | 1,542 | - | 1,542 |
| Insurance | 2,710 | - | 2,710 | - | 2,710 |
| IT services | 5,932 | - | 5,932 | 6,961 | 12,893 |
| Other | 7,812 | 728 | 8,540 | 2,593 | 11,133 |
| Other professional fees/mgt. svcs | 255 | 857 | 1,112 | 88,197 | 89,309 |
| Other staff development | 99 | 3,000 | 3,099 | - | 3,099 |
| Postage | 4,809 | - | 4,809 | - | 4,809 |
| Rent | 20,270 | 4,400 | 24,670 | - | 24,670 |
| Telephone | 38,043 | 5,518 | 41,561 | - | 41,561 |
| Travel | 27,467 | 3,091 | 30,558 | 534 | 31,092 |
| Utilities | <u>1,836</u> | <u>-</u> | <u>1,836</u> | <u>-</u> | <u>1,836</u> |
| TOTAL FUNCTIONAL EXPENSES | \$ 696,931 | \$ 127,997 | \$ 824,928 | \$ 102,711 | \$ 927,639 |

See Notes to Financial Statements

MONADNOCK COLLABORATIVE
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Organization

The Monadnock Collaborative (the Collaborative) is a not-for-profit corporation located in Keene, New Hampshire. The Collaborative's purpose is to support the efforts of local projects and initiatives aimed at identifying and addressing the unmet healthcare needs of residents in the Monadnock Region of New Hampshire. Major programs include information and referral, education, and service program management.

Basis of Accounting

The financial statements of the Collaborative have been prepared on the accrual basis of accounting

Basis of Presentation

The financial statement presentation follows the recommendations of ASC 958, Financial Statements of Not-for-Profit Organizations. Under ASC 958, the Collaborative is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. For the year ended June 30, 2015, the Collaborative had only unrestricted net assets.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Use of Estimates

In preparing financial statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the reporting period. Actual results could differ from those estimates.

Accrued Earned Time

The Collaborative has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Advertising

The Collaborative expenses advertising costs as incurred.

Income Taxes

The Collaborative is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Collaborative to be other than a private foundation. The Collaborative's exemption was recently revoked and the Organization is currently in the process of getting it reinstated.

The Collaborative follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires the Collaborative to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2015, the Collaborative determined it had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Collaborative's open audit periods are 2011 through 2014. The Collaborative does not expect any tax positions to change significantly within the next twelve months.

2. SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 2, 2015, the date the financial statements were available to be issued.

3. CONCENTRATION OF RISK

The Collaborative maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2015. The Collaborative has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. There were no uninsured cash balances at June 30, 2015.

For the year ended June 30, 2015 and 2014, approximately 99% of the total revenue was derived from grants from federal, state and other sources. The future existence of the Collaborative is dependent upon continued support from grant sources.

4. LEASE COMMITMENTS

The Collaborative has entered into two rental lease agreements to rent office space. Rent expense under these agreements aggregated \$24,670 for the year ended June 30, 2015.

The approximate future minimum lease payments on the above leases for the year ended June 30, 2016 are \$44,832.

5. **PROPERTY AND EQUIPMENT**

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. The Collaborative depreciates the assets using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives of the related assets as follows:

| | |
|------------------------|--------------|
| Furniture and fixtures | 3 - 10 Years |
|------------------------|--------------|

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

6. **RELATED PARTY TRANSACTIONS**

The Collaborative was formed in part by the actions of Pilot Health, LLC and one of its partners, Monadnock Family Services. The Collaborative's board initially consisted of employees of the entities that are the members of Pilot Health, LLC. Prior to July 1, 2007, Monadnock Family Services was providing payroll, computer, and administrative services to the Collaborative. Pilot Health, LLC shares office space, purchasing, payroll and employee benefits with the Collaborative. As of June 30, 2015, Pilot Health, LLC owed the Collaborative \$234,647. Management has determined that amounts due from Pilot Health, LLC, are fully collectible and as such has not established an allowance for bad debt.

7. **COMMITMENTS AND CONTINGENCIES**

The Collaborative receives funding under various state and federal grants. Under the terms of these grants, the Collaborative is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Collaborative may be required to repay the grantor's funds.

Monadnock Collaborative

Board of Directors

Alan Greene

President

CEO, Monadnock Development Services

Josh Meehan

CEO, Keene Housing Authority

John Manning

Treasurer

CEO, Southwestern Community Services

Chris Coates

County Administrator

Phil Wyzik

CEO, Monadnock Family Services

MARYANNE B. FERGUSON

PROFILE

- Demonstrates strong leadership skills.
- Meets and exceed organization/program goals and objectives.
- Builds strong personal and community relations.
- Experienced at facilitation and strategic planning.
- Accomplished public speaker.
- Skilled at meeting management.

AREAS OF EXPERTISE

- Management**
- Administers all planning and day to day activities of community-wide health program.
 - Manages assessments, action plans, policy development, environmental changes and evaluations.
 - Develops and maintains budgets and reporting.
 - Oversees customer service satisfaction.
 - Hires, trains and supervises staff members and reviews staff performance.
 - Provides professional development and directs trainings to support staff needs.
 - Promotes and recognizes staff and team efforts.
 - Assures regulations compliance, research protocol and grant guidelines.
 - Collects and analyzes data to evaluate performance measures.
 - Conducts surveys to improve quality, processes and performance.
 - Conducts leadership rounding to access the organizational culture and provide support.
 - Coordinates regular meetings with different teams, programs and committees to achieve goals.
 - Represents the program at state and regional meetings.
 - Aligns community partners and best practice strategies to address community health indicators.
 - Serves on community boards and committees.

SELECTED ACCOMPLISHMENTS

- Recipient of the 2016 New Hampshire Public Health Association (NHPHA) annual award.
- Chair for ReThink Health Strategy Study Group 2015-2016
- Authored an article in the New Hampshire Medical Association news booklet, November 2014.
- Recognized by the Center for Disease Control and Prevention (CDC) for community health efforts.
- Panelist for the 2011 NH Business Review/MVP Annual Healthcare Forum, Concord, NH.
- Serves on the Multi Agency Coordinated Entity (MACE) for emergency preparedness.
- Trained Motivational Interviewer.
- Certified as a Center for Disease Control and Prevention Diabetes Prevention (PDP) Lifestyle Coach
- Certified as a Tobacco Treatment Specialist, (TTS), University of Massachusetts, Worcester, MA

EMPLOYMENT/EXPERIENCE HISTORY

| | | |
|----------------|--|-----------|
| 2008 – present | Cheshire Medical Center/ Dartmouth-Hitchcock, Keene; <i>The Center for Population Health, Program Manager</i> | Keene, NH |
| 2003 – 2007 | River Valley Community College; <i>Adjunct Faculty, Pathology</i> | Keene, NH |
| 1995 – 2001 | The Keene Montessori School; <i>Executive Director</i> | Keene, NH |

EDUCATION

| | |
|---|----------------|
| Norwich University, <i>Masters of Public Administration candidate–Healthcare Management</i> | Northfield, VT |
| Keene State College, <i>Bachelor of Science – Health Science</i> | Keene, NH |
| Southern New Hampshire University, <i>Associate of Science, Business Administration</i> | Manchester, NH |

Jennifer L. Seher

SOCIAL SERVICE EXPERIENCE

Monadnock Collaborative, Keene, NH, May 2001 to present

Program Director, ServiceLink Resource Centers, Monadnock Region and Sullivan County, and The Community Network Team (2011 to present)

Program Director, Monadnock ServiceLink Resource Center & Community Network Team (2005 to 2011)

Coordinator, Community Network Team (2001 to 2004)

Responsible for program management, program planning and outreach, supervision of staff and volunteers, collaboration with other agencies, and reporting related to state contract with NH Bureau of Elderly and Adult Services. Work in conjunction with community partners to develop and contribute to collaborative projects. Working with ServiceLink Program partners in four western NH counties, developed and received a three year grant from Harry & Jeannette Weinberg Foundation for \$650,000 to augment family caregiver work in western NH.

Health Care and Rehabilitation Services, Springfield, VT, December 1996-April 2001

Therapeutic Case Manager (2000-2001)

Therapeutic Foster Care/Social Support Services (1996-2000)

Coordinated implementation of treatment plans for children and teens. Provided supportive counseling to foster and biological families. Coordinated with Vermont Department of Mental Health on developing and managing Medicaid waivers and individualized service budgets.

OTHER PROFESSIONAL EXPERIENCE

Worldwatch Institute, Washington, DC

Designer, World Watch Magazine, 1995 -1996

Freelance Writing, Layout and Design, Washington DC, 1993-1995

National Parks and Conservation Association (NPCA), Washington DC

Deputy Director of Grassroots Program, 1991-1993

Managed grassroots program for 300,000 member national non-profit organization. Oversaw the budgeting and administration of six regional offices and one chapter. Built a three tier activist program; increased membership 80 percent in one and one half years.

Project Manager, 1989-1992

Managed the development of a congressionally mandated national trail plan. Facilitated and mediated community planning meetings/focus groups in cities across the country. Co-wrote several Congressional reports; presented findings before Congress and at conferences.

American Trails, Washington, DC

Intern promoted to Program Assistant, 1988-1989

Center for Environmental Management, Medford, MA

Training Coordinator, 1987-1988

Thompson Island Education Center, Boston, MA

Youth Adventure-based Environmental Science Instructor, 1987-1988

EDUCATION

University of New Hampshire, current MPA student

Tufts University, Medford, MA 1988. BS in Geology with a concentration in environmental studies.

HONORS

Citation from Governor of NH, John Lynch, December 28, 2005

(For dedication and work on behalf of NH citizens after floods in October 2005.)

VOLUNTEER ACTIVITIES

- KMS Outdoor Classroom, current
- Cheshire Housing Trust Garden Tour, current
- Cheshire County UNH Cooperative Extension Advisory Board Member
- Franklin Elementary School, PTC, current
- Lily Garden Learning Center, Board Chair, 2005-2007
- Educational Surrogate, State of Vermont, 1999-2004
- Taught Life Skills classes to high school students, Washington, DC, 1993-1995
- Naturalist, Huntley Meadows, Fairfax, VA 1993
- NPCA Volunteer Coordinator, Martha's Table, Washington, DC, 1991-1993

Resume

Richard J. Skeels

██
██
██
██

Experience

July, 2015 - Present

Finance Director (Contracted) – Monadnock Collaborative, Keene, NH

Provide financial management, budgeting work, audit preparation, Federal and State filings, and supervision of bookkeeping function.

May, 1996 – Dec., 2014

CFO – Home Healthcare, Hospice & Community Services, Keene, NH

Provided primary financial leadership for management, staff, and Board of Directors of a large non-profit organization in Southwestern New Hampshire. Provided audit coordination and responses, state contract compliance, Medicare reporting, accounts receivables management and budgeting work for managers and agency leadership. Supervised accounting, payroll, payables, state billing staff, accounts receivable staff, and Information System

Sept., 1983 – May, 1996

CFO – Healthcare and Rehabilitation Services of Southeastern Vermont, Bellows Falls, VT

Responsible for all financial management functions of a community mental health center. Budgeting, accounting, information systems, financial reporting, receivables management, and coordination with State contracting staff were primary activities.

1980 – 1983

Budget Analyst – Raytheon Company, Sudbury, Mass.

Responsible for monitoring and reporting activity related to various contracts within the computer section of the Equipment Development Lab. Also provided budget and other administrative support to the Marketing Department.

1977 – 1980 Contract Officer – Dept. of Mental Health, Central Mass. Region, Shrewsbury, Mass.

1975 – 1977 Alternative School Education Coordinator, Milford Assistance Program, Milford, Mass

Education:

MBA Boston College, 1983, BA Clark University, 1971

Cindy Roberts

Employment History

| | | |
|-----------------------------|---------------------------------------|---|
| October 2015-Present | Site Supervisor | Sullivan County ServiceLink, Claremont, NH |
| November 2013-October 2015 | General Manager | The Common Man Restaurant, Claremont, NH |
| February 2013-October 2013 | Hotel and Banquet Beverage Manager | Mountain View Grand Resort and Spa, Whitefield, NH |
| February 2012-February 2013 | Owner and Operator | Cindy's 24/7 Child Care, Littleton, NH |

Education

| | | |
|--|--|---------------------------------------|
| Graduated Magna Cum Laude June 2011 | Bachelors of Science in Early Childhood Education | Granite State College, Concord, NH |
|--|--|---------------------------------------|

Professional Achievements

State Health Insurance Assistance Program Counselor

Certified Application Counselor for the Federally Facilitated Marketplace

Completed Diversity and Culture training with NH DHHS Office of Minority Health and Refugee Affairs

Completed two Military Culture Trainings with Dare Mighty Things

Information and Referral and Person Centered Options Counseling Training

References

References are available on request.

Alycia Griffin

Objective: To gain experience and knowledge in a social work or social service setting.

Salary is negotiable.

Education:

Bachelor of Arts in Social Work, May 2016

Minor in Psychology.

Franklin Pierce University, Rindge, NH

Relevant Classes:

| | |
|-----------------------------|--------------------------------|
| Introduction to Sociology | Introduction to Psychology |
| Community Organization | Creative Arts Therapy |
| Deviants and Social Control | Techniques of Counseling I |
| Introduction to Social Work | Child & Adolescent Development |
| Race & Ethics Relations | Adult Development & Aging |

Experience:

Swimming Instructor/ Volunteer, Sunset Beach, Harrisville, NH

- Provided instructional swim lessons for children
- Adapted lessons as needed to support skill level of participant
- Supported children during swim lessons

Cashier, Snack Shack, Wheelock Park, Keene, NH

- Provided customer service and prepared orders efficiently
- Interacted extensively with children and families
- Thanking customers for their business

Cashier, Dunkin Donuts Incorporated, North Swanzey, NH May 2012- present

- Provide service in a fast-paced environment supporting both drive-up customers and indoor patrons
- Assisted in closing the building
- Maintained a safe and secure environment

Intern, Monadnock Service Link: May 2015-August 2015

- Assisted consumers with connecting to resources in the community
- Interacted with the public
- Follow-ups and appointments
- Proficiency with computer software aligned with position

Marketplace Assister, Monadnock Service Link: September 2015- January 2016

- Educated individuals with information on the Affordable Care Act
- Assisted clients with the Marketplace application for the Affordable Care Act
- Helped clients pick a plan for Medicaid and enroll

Family Service Associate, Department of Health and Human Services: April 2016-present

- Greets clients at the reception or lobby area; interacts with clients to resolve customer service issues; and/or checks clients into the queue. Determines reason for the visit; assists in expedited service; receives verification and change documentation; answers basic program, service, and procedural questions; or directs to the appropriate division, resource, or staff member
- Reviews program applications for completion and accuracy and updates inaccurate or missing information in the automated eligibility system, New HEIGHTS. Identifies expedited cases and applications that are ineligible due to income, resources, and shelter and utility costs. Schedules expedited clients within timeframes and denies ineligible applications in Client Registration due to income, resources, and household composition.
- Performs eligibility determination assistance activities including: answering phones, routing callers, and taking messages; retrieving voice mail and returning calls; scheduling and rescheduling appointments; scheduling interpreters; providing program and procedural information to clients; scanning and filing of documents; mail distribution and handling returned mail; faxing documents; preparing and reviewing routine correspondence; initiating collateral calls, records requests, and requesting verification documentation.

Computer Skills:

- Microsoft Word, Excel, and PowerPoint.

Activities:

- Relay for Life
- Touch-a-Truck- United Way funding

Interests:

- Hiking, Swimming, Music, Skiing, Animals, Beach

Audrey Ellen Roman

EDUCATION:

Keene State College, Class of 2012
Keene, New Hampshire
Bachelor of Arts in French

Keene State College, Class of 2010
Keene, New Hampshire
Bachelor of Arts in Communication and Philosophy
Minor in French

WORK EXPERIENCE:

ServiceLink of the Monadnock Region, Keene, NH - September 2015 - Current
Options Counselor

- Provides clinical eligibility counseling for financial prescreening for State and Federal Programs. Limited case management.
- Provides informational, referrals, and assistance through telephone, walk-in, or email intake as needed.
- Performs person centered comprehensive needs assessments, including mental, physical, functional, cultural, financial, environmental, and life goals to determine appropriate referrals.
- Provides person centered options counseling to select persons in office, consumer homes, or community.
- Assist with development of marketing and outreach materials, and program promotion and outreach.

ServiceLink of the Monadnock Region, Keene, NH - June 2015 - October 2015
Provider Outreach Specialist - Ask The Question Campaign

- Speaks to local providers about the importance of asking their clients if they or anyone in their family has served in the military.

ServiceLink of the Monadnock Region, Keene, NH - December 2013 - September 2015
Certified Marketplace Assister

- Coordinates enrollment and informational events and speaks to the public about the Affordable Care Act at local venues such as hospitals, non-profits, support groups, libraries, town halls, and

health fairs.

- Holds in-person appointments to assist consumers who wish to enroll in health insurance plans.
- Helps to coordinate a bi-weekly meeting consisting of regional partners where outreach approaches and best practices are discussed.
- Creates flyers, posters, informational brochures, and press releases.

CVS Pharmacy, Peterborough, NH - August 2012 - December 2013

Pharmacy Technician

Studied abroad in France at Université Rennes 2 through Keene State College

January 2012 - May 2012

CVS Pharmacy, Peterborough, NH - July 2010 - January 2012

Customer Service

Thorne-Sagendorph Art Gallery, Keene, NH - September 2007 to May 2010

Monitor

- Greeted visitors, answered phones, monitored the gallery, light office work.

HONORS/LEADERSHIP:

Pi Delta Phi (2010) French Honor Society

French Club, Public Relations Officer (2009-2010); Represented the French Club to the public and to the university.

Contoocook Valley Regional High School: Ice Hockey Team Manager (2003-2005), Pulp Magazine Graphic Designer and contributor, French Club member, studied abroad in France in high school (2005).

SENIOR THESIS:

"Philosophical Themes in The Film 'Husbands and Wives,'" looked at the works of Jean Paul Sartre, Dr. Sander Lee, and Simone De Beauvoir and how their philosophies can be applied to the Woody Allen film "Husbands and Wives."

SKILLS:

Expert on the Affordable Care Act and New Hampshire's Health Insurance Exchange

Familiar with Medicaid, NHHPP, and Medicare

Customer Service experience

Proficient with Microsoft Office Suite

Speaks French

Experienced with Public Speaking

Familiar with Social Media

Experience with administrative duties and answering multiple phone lines

CHERYL B. FREY

Professional Profile

Passionate about enhancing the quality of life of individuals, and enjoy working in a collaborative, team-based environment, with **20+ years of experience in Mental Health and Developmental Services**, Medicaid, and insurance. Outstanding presentation and negotiation skills. Excellent communication, both written and verbal. Expert knowledge of state and federal regulations. Outstanding time management, well organized, self-directed and client, family and provider-oriented. Sound judgment and discretion.

- State Regulatory Compliance and Program Accountability
- Policy and Program Development
- Third Party Reimbursements
- Contract Negotiation and Monitoring
- Budget Review and Monitoring
- Legislative Presentation and Monitoring
- Market Analysis
- Executive Presentations
- Employee Management
- Guardianships
- Public Relations/Marketing
- Municipal Budget and Welfare Administration
- Organizational Committees and Teams
- Person-centered long term care support counseling and assessments

Monadnock Collaborative / Sullivan County ServiceLink (non-profit) 2015 - 2016 **Long Term Care Support Counselor**

- Provides person-centered nursing facility or home and community-based (choices for independence) needs assessments, counseling and referrals, preliminary care planning and short term tracking based on needs, preferences and situational context for persons in need of Long Term Supports. Also provides options for counseling to aged and disabled adults.
- Performs person-centered comprehensive needs assessments.
- Provides clinical eligibility counseling and financial prescreening for State and Federal Programs.
- Develops preliminary care planning, long term support counseling, conducts information gathering and provides follow-up.
- Assures client records are accurately maintained by following LTSC documentation policies and Network standards for the use of the database REFER7.
- Responsible for coordination of long-term support counseling referral process within the ServiceLink Resource Center Model.
- Provides long term support counseling to select persons in hospitals, rehabilitation facilities, nursing homes, or at home.
- Assists with and provides periodic public education sessions.
- Perform evaluative and quality assurance activities and reports.
- Provides home and community visits.
- Participates in various community/agency meetings

Alien Flier, LLC 2013 - 2014 **Office Manager**

- Maintained and organized office operations and created policy and procedures; prepared payroll; controlled correspondence; designed filing systems; reviewed and approved supply requisitions, assigned and monitored employee functions.

- Maintained office staff job results by coaching, counseling, and disciplining employees and appraising job results.
- Held high-level meetings with attorneys regarding product patents and Certified Public Accountants for tax preparation.
- Maintained contacts with vendors regarding products and resolved related complex issues.

State of New Hampshire **1984 - 2012**

NH Insurance Department - Life, Accident & Health Division

Contract Examiner and Market Analyst **1999 - 2012**

- Examined Continuing Care Retirement Communities (non-profit, nationally accredited communities providing three levels of care - independent, assisted living and skilled nursing); reviewed safety standards, Patient Bill of Rights, resident and contract standards, operational policy, services provided, cancellations, terminations and more.
- Chairperson for the Council of Children and Adolescents with Chronic Health Conditions (ccachc.org), a statewide advisory and advocacy group formed to analyze the barriers in obtaining services and support; and to advocate and collaborate at state and local levels to improve the capacities of communities to respond to the needs of children with chronic health conditions.
- Examined and analyzed company fiscal data involving audits and examinations of insurance companies for adherence to state laws.
- Analyzed and examined insurance contracts, riders and endorsements to assure compliance with established standards, procedures, laws and regulations.
- Drafted responses to oral and written inquiries related to insurance products to advise, explain or interpret technical matters, data or policy.
- Maintained documents, managed databases and created records related to documents and data, and used various software programs to manage, analyze and organize material.
- Wrote insurance legislation, prepared reports, and presented before the legislative body.
- Served on several state committees including the State of NH Wellness Team promoting wellness to state employees.

Office of Health Management - Medicaid Administration Bureau

Policy, Legislative and Contract Specialist **1993 - 1999**

- Reviewed and researched regulations, laws, plans, and policies for use in development of new Medicaid policy or to provide assistance to agency staff and the public.
- Developed and prepared policy or procedural manuals, reports and publications according to established guidelines and procedures.
- Responded to agency staff and providers on questions regarding program policy and procedure in order to promote understanding and consistency.
- Solicited contracts to provide services or operate programs from vendors.
- Agency federal liaison with the Center for Medicare and Medicaid (CMS) for all state plan initiatives.
- Medicaid legislative liaison regarding new and revised bills.

Bureau of Behavioral Health & Developmental Services - Office of Reimbursements/Client Resources

Reimbursement Specialist **1984 - 1993**

- Interviewed applicants and reviewed applications to determine eligibility for services or to establish payment plans.
- Computed and authorized payments, administered recoupments or records case activity
- Assessed need and referred applicants for additional services, to other agencies as appropriate.
- Maintained records control and contacted recipients when their annual eligibility redeterminations were due.
- Determined continuing eligibility or ability to repay and authorized changes in payments, payment agreements, or recoupments.

- Met and talked with applicants, recipients, or guardians to explain relevant policies and procedures or collection activities.
- Worked with physicians, attorneys, or guardians to obtain documentation and information pertaining to applicants.
- Supervised staff and provided orientation and training of new staff, reviewed and checked their work and prepared performance evaluations.

Town of Bradford-Municipal 1990 - Present
Budget Committee Member (elected 2 terms) 2000 - 2002

- Met with committee members and individual departments to discuss proposed budgets.
- Reviewed and analyzed budgets of town departments and made recommendations to Selectmen.

Welfare Administrator (part time appointed position) 1990 - Present

- Network with various community and volunteer agencies to serve low income people.
- Provide general assistance and customer service to residents requesting welfare assistance.
- Work with individuals and families to help them learn and understand their own household budget.
- Work with state and local agencies to improve the human service delivery system.
- Maintain accurate case records.
- Investigate residents' need for assistance in compliance with federal, state and local laws.

Education

New Hampshire College, Manchester, New Hampshire 1999
 M.A. in Business Administration

Franklin Pierce College, Rindge, New Hampshire 1993
 B.S. in Business Administration and Marketing (Cum Laude)

Northeastern University, Boston, Massachusetts 1997-1998
 Therapeutic Recreation

Professional Memberships/Other

National Association of Insurance Commissioners 1987

Guardian, Tri-County CAP Guardianship Program, Concord/Whitefield, NH 1993
 A private, non-profit agency providing guardianship, protective and fiduciary services to persons with disabilities in New Hampshire.

Business and Professional Women's Club of Concord 1994-2000
 President 1996-1997 and Vice President 1994-1996

State of NH - Department of Health and Human Services 1994-1999
 Department Representative to Stakeholders
 Committees: Policy, Budget and Transportation

NH Local Welfare Administrators Association 1999-Present
 New Hampshire Municipal Association-Concord, New Hampshire

State Of NH State Employee Wellness Program 2007-2012
 Health Benefits Committee member promoted the importance of health and wellness to all state employees and their families

Elyse Adams

Objective

I am interested in obtaining a challenging and fulfilling position in Human Service.

Abilities

- Microsoft Office
 - Word – Intermediate
 - Excel – Intermediate – including basic formulas and file matching
 - Publisher- Intermediate
 - Outlook- Intermediate
- Some Access
- X1 Solutions Database
- BPCS Inventory Control
- Customer Service Skills
- P.I.E.R.S- Data entry system
- P.W.I.T.S- Data entry system

Employment History

Program Assistant

03/19/2012-11/2015

Monadnock Collaborative (Monadnock Voices for Prevention)
Keene, NH

- Logistics- Organizing and arranging food and location for events
- Participating in meetings with community members
- Working with the Regional Network of Substance Misuse Leadership Team
- Entering data into database
- Making connections with people in the Monadnock Region
- Contacting partners, coalition members, community members, and service providers through direct contact, email, or phone calls
- Taking meeting minutes
- Organizing and copying material for distribution
- Organizing and creating media advertisements and press releases
- Filing all paperwork, data collections, and handouts
- Assist Regional Substance Misuse Coordinator with Strategic Planning process
- Maintenance of Facebook, Twitter, and web page
- Assisting in grant writing process

Veteran Initiative Specialist

11/2015-Current

Monadnock Collaborative (ServiceLink)

Keene, NH

- Provider Outreach Specialist
- Veteran Independence Program Coordinator
- Front desk coverage
- Information and Referral support
- Options Counseling support

NE Scheduler/ Logistics Coordinator

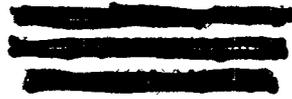
02/2006 - 04/2009

C&S Wholesale Grocers

Keene, NH

- Scheduled appointments for 3rd party carriers into the various warehouses
- Appointed carriers into warehouses using on-line data entry in Retalixtraffic.com through phone calls and web (email) requests
- Maintained a record of all calls in Excel
- Received 60-120 calls per day with the heavier volume during the holidays or when covering for personnel out of the office
- Contacted and rescheduled carriers when a warehouse was too full by scheduling another appointment in a different warehouse or hired storage facility

Heather H. Sundstrom



OBJECTIVE: *A position where I can utilize my reception and data entry skills*

QUALIFICATIONS

Familiar with Microsoft office, multiple phone lines, filing, copy and fax machines.

EDUCATION

2004- Microsoft Office Certificate Keene Community Continuing Education, Keene, NH

1973- PGPB Baylor University Medical Center, Dallas, Texas

1971- LPN- Moore General Hospital School of Nursing, Goffstown, N.H.

EMPLOYMENT

*Sept. 2006 to Present **Receptionist,***

Monadnock Servicelink Resource Center, Keene, NH

Answer Multiple line phone system and direct calls

Perform filing, copying and sending faxes.

Assist with making appointments.

Use Microsoft Office and Excel.

Assistant to the Director.

*Sept. 1997-Jan. 2007 **Housekeeper,***

Unicco, KSC Keene, N.H.

Prepared classrooms and rest rooms for daily use as well as thorough seasonal cleaning of floors, walls, cabinets and equipment.

Empty trash and refill supplies as needed.

Handle distribution of recyclables.

*April 1997-Aug. 1998 **Sales Representative,***

Reliance Trading Company, Keene, N.H.

Visit existing accounts.

Check account inventory, place re-orders and restock merchandise.

Issue credits.

*Oct. 1981-Feb.-1997 **Manager, Fabric and Domestic Department***

Richs Department Store, Keene, N.H.

Schedule daily department duties.

Process damaged merchandise for credit to store

Check in Receivables.

Prepared displays for sales floor.

Provided excellent customer services.

KIM LAUER

OBJECTIVE To be the Long Term Care Support Counselor/Options Counselor for
Monadnock ServiceLink Resource Center

SKILLS & ABILITIES Experience in working with the elderly and disabled, families and care
givers.
Knowledge of federal, state and local assistance programs.
Extensive network of contacts in agencies and with providers.
Highly organized, detailed oriented, able to handle multiple
responsibilities.
Strong communication skills.

EXPERIENCE **MEDICARE COUNSELOR, MONADNOCK SERVICELINK RESOURCE CENTER**
2007 - Current
Provide unbiased counseling about Medicare and Medicaid and information on other health
insurance options and concerns. Counseled not only Medicare beneficiaries, but also
worked with family members on behalf of the Medicare beneficiary, pharmacies, physicians
and insurance companies. Problem solved co-ordination of benefit issues, Medicare appeals
and fraud and abuse.

INFORMATION AND REFERRAL SPECIALIST, MONADNOCK SERVICELINK RESOURCE CENTER
2006 - 2007
Provided links to information and resources, support systems, services available in the
Monadnock region. Often as simple as providing a phone number and often as complex as
researching options, determining eligibility, assisting with applications and collaborating
with providers and family.

EDUCATION **KEENE STATE COLLEGE – KEENE NEW HAMPSHIRE – BACHELOR OF ARTS, SOCIOLOGY**

LEADERSHIP **Chairperson – Community Advisory Council – Cheshire Medical
Center/Dartmouth Hitchcock Clinic, Keene, NH.**

LORRAINE L BELLOWS

[REDACTED]

[REDACTED]

[REDACTED]

EDUCATION:

Masters in Business Administration-Major: Leadership
Franklin Pierce University, Rindge, New Hampshire

Bachelor's of Science-Major: Chemical Dependency and Substance Abuse
Keene State College, Keene, New Hampshire

SUMMARY:

Accomplished business professional in achieving operational efficiency and proficiency. Exemplary problem-solving skills; able to identify problems and implement action steps for quick, effective resolution. A skilled communicator; able to synthesize and deliver complex information to diverse audiences. Strong leadership skills; able to prioritize, delegate tasks, and make sound decisions quickly while maintaining focus on the desired outcome.

RELATED COURSEWORK:

Organizational Behavior; Managerial Communication & Research Methods; Operational Management; Quantitative Techniques; Strategic Management & Leadership Seminars; Humanistic Sociology; Social Welfare Policy & Services; Sociology; Social Work as a Profession.

SPECIALIZED TRAINING:

Social Security Work Incentive Planning & Assistance (Work Incentives Specialist)
Various State and Federal Benefits Training (Medicaid/ Medicare/Social Security)
Nationally Certified Employment Counselor

EXPERIENCE:

(5/2006-Present)-Monadnock Family Services, 17 93rd Street, Keene, New Hampshire 03431

Client Benefits Supervisor/Specialist II-(11/2012-current)

- Oversee and manage client's Medicaid eligibility for agency.
 - Provide training to staff and clients about state and federal benefits, policies and procedures.
 - Manage over 200 In/Out Medicaid accounts which includes; daily analysis of financial charges to determine if a client has met their "spend down" for their In/Out Medicaid; producing invoices for the NH Dept of Health & Human Services
 - Notifies AR when the client's In/Out Medicaid is opened so that the agency can submit charges for reimbursement.
-

- Requests medical bills from other community medical providers, reviews the bills to determine if they can be used towards helping to meet the client's "spend down".
- Maintains current knowledge of all regulations, local, state and federal, that govern Medicaid.
- Utilizes effective interviewing techniques including attitude, behaviors, and value judgments that affect the worker-client relationship.
- Provides the Director of Billing & Support Staff with regular and specialized reports as requested regarding agency efforts to assure comprehensive coverage to Medicaid eligible individuals and to identify problem areas.
- Supervises the Client Benefits Specialist I and Client Benefits Assistant.
- Corroborates with and assists MFS staff and eligible clients with any questions or issues regarding state or federal benefits.
- Develops and maintains relationships with other community partners.
- Attends monthly Regional and State Benefits meetings to stay abreast to the most up-to-date information on state and federal benefits changes to policies and procedures.
- Assist clients with enrolling for state benefits which included; accurately completing the Dept of Health & Human Services (DHHS) application for assistance, gathering client's documentations showing income/expenses, supports client during meeting with the DHHS caseworker to ensure all paperwork is in place to complete the eligibility process. Follow up with the state Disability Determination Unit to determine progress towards a final decision for client's Medicaid eligibility.
- Assist client with completing on-line application for Social Security Disability benefits. Contacts the Social Security Office to schedule an in-person appointment, provides support to the client during the appointment at the Social Security Office, assist client with the appeal process, if necessary.
- Assists client with completing their Medicaid eligibility re-determination which occurs every six months and includes; providing updated documentation on income/expenses and attending an in-person appointment with the client at the Dept of Health & Human Services office.

Case Manager-(9/2009-11/2012)

- Assumed responsibility for a caseload of 40.
 - Exceeded productivity standards identified for the program.
 - In consultation with the care team, developed and implemented a program of treatments and services articulated through an individual service plan, designed to provide skills necessary for clients to function in the environments in which he or she lived.
 - Planned and implemented therapeutic interventions designed to promote optimal level of functioning and transition to a lower level of care.
 - Facilitated and coordinated the individual's care plan to assure maximum impact of the services and care provided.
 - Made all the necessary referrals to programs and services within MFS and the greater community so that the client can access other resources to meet their needs.
-

Case Manager/Supported Employment Specialist- (5/2006-9/2009)

- Maintained case management caseload of 20 clients during first six months while researching, and developing the Supported Employment program which included; meeting with other mental health center vocational departments, re-established a working relationship with NH Dept of Vocational Rehabilitation (NH DVR) and purchased necessary books and materials.
- Networked and marketed the Supported Employment program to the Monadnock area by; contacting the head of the local Chamber of Commerce, attending Business After Hours; providing presentations about MFS Supported Employment program to the Rotary Club, Lions Club, Cheshire Medical Center and annual meeting for HR professionals.
- Sat on the planning board for First Course-another smaller vocational initiative.
- Worked on brochures, referral forms, coding and documentation with support of supervisor.
- Developed personalized spreadsheets and data tracking system to ensure that all work and prep time is accounted for and so that no documentation was forgotten or misplaced.

(5/2001-5/2006) Vision Financial Corporation, Keene, New Hampshire

Marketing Support Specialist

- Forecasted sales by running monthly and quarterly reports and meeting with CEO and VP.
- Analyzed level of risk utilizing company census.
- Assisted in improving quality and efficiency in the market support department by developing a document to use for projects.
- Compiled information on the combined billing process and developed a binder to include this information.
- Developed a large Case Summary Sheet that was used when setting up the billing for large cases.
- Developed a training booklet for one of the largest insurance company customers.
- Coordinated licensing and commission contracts for brokers/agents for 5 national insurance carriers.
- Collaborated with internal systems (Business Analyst, New Business, Underwriting, Billing & Customer Service) to gather information to ensure successful case set up and enrollment.

ADDITIONAL EXPERIENCE:

(11/1999-5/2001) Riverbend Community Mental Health, Concord, New Hampshire

Supported Employment Specialist

(8/1994-11/1999) Moore Center Services, Manchester, New Hampshire

Program Manager; Team Leader; Direct Support Staff

(2/94-5/94) Cleveland House, Cleveland, Ohio-*Case Manager*

(6/92-2/94) Bedford Nursery School, Bedford, Ohio- *Assistant Director*

(1/89-4/92) State of New Hampshire/Division of Children, Youth & Families, Keene, New Hampshire -*Child Protective Service Worker*

NORA KELLS GORDON

PROFESSIONAL SUMMARY: More than 25 years of clinical and administrative experience in social work, program and team development and health care systems. Skilled in mediation and crisis management.

JOB OBJECTIVE: I am most interested in joining an organization where I can continue to use my problem-solving people-oriented skills and broadly apply my mediation skills. I look forward to building strong working relationships and expect to be challenged by workplace changes and growth.

EXPERIENCE

March 2015-present - Caregiver Support Specialist, Veterans Independence Program Specialist, Options Counselor, Information and Referral Specialist, ServiceLink of Sullivan County, Claremont, N.H.

January 2014 – March 2015 – Marketplace Assister, ServiceLink of Sullivan County, Claremont, N.H.
Assisted consumers in accessing the Federal Insurance Marketplace and enrolling in health plans. Developed outreach list for education on program and performed extensive outreach throughout Sullivan County

2003-August 2013 - Social Worker, Sullivan County Nursing Home, Unity, N.H.
Responsible for 80+ short term and long term residents. Assessed psychosocial needs and developed/ implemented care plans working with interdisciplinary team. Coordinated between community agencies and families. Led team and family meetings. Provided crisis intervention and dispute resolution for families, residents and co-workers.

1988-2002 - Social Worker/Case Manager, Valley Regional Hospital, Claremont, N.H.
Responsible for social work interventions for patients throughout hospital. Assessed psychosocial needs of patients and families. Coordinated needs of patients/families with community agencies. Led discharge planning, team, family, crisis intervention meetings. Provided supportive/grief counseling, community education, staff training. Developed and facilitated cancer support groups.

1984-1987 - Domestic Violence Program Coordinator, Turning Points Network, Claremont, N.H.
Developed and coordinated domestic violence program. Trained and supervised program staff, including 24- hour crisis line. Provided crisis intervention, counseling, court advocacy, and community education. Developed/facilitated support groups. Grant writing and public relations responsibilities.

1979-1984 - Program Coordinator, Southwestern Community Services, Keene, N.H.
Provided assistance and helped to develop and coordinate programs to provide food, fuel and jobs for lower income population.

Prior: Office organization and management, scheduling, reception work. Emphasis on people skills . **EDUCATION**
2003 - Mediation/Conflict Resolution Program graduate, Woodbury College, Montpelier, Vt. 1997 - Advanced Case Management Certificate, N.E. Healthcare Assembly, Boston, Ma.
1973 - B.A. English, Cum Laude, University of New York at Buffalo, N.Y.

RELATED COMMUNITY SERVICE WORK: Board of Directors of Turning Points Network for 20 years, Executive Board for 8 years; mediator in Vermont Small Claims Courts, trainer/presenter of workshops and trainings in conflict resolution and advance directives in various community and college settings.

References furnished upon request.

Rebecca M. Aiken-Rostron

Objective To obtain a full time position and career while contributing to a growing company that challenges me daily while working as a team towards a common goal and allows me to interact with fellow colleagues and the public as well as provide exceptional service to all that I interact with.

Experience 2011 – Present Monadnock Collaborative, Keene, NH
ServiceLink Resource Center of Sullivan County
same contracted position – fiscal agent changed

2008 – 2011 Southwestern Community Services Claremont, NH
ServiceLink Resource Center of Sullivan County

**Certified Information & Referral Specialist –Aging/Disabled
– CIRS-A/D
SHIP Certified Medicare Counselor
Options Counselor**

- Provide supported referrals and information to the elderly & disabled to help them lead independent and healthy lives as well as to help them understand and navigate the NH DHHS system, Medicare system and other needed programs.
- Provide exceptional customer service to a diverse population of elderly, their family members, disabled and the underserved
- Complete several program reports (Federal and State)
- Maintain our database of local resources
- Assess individual's long and short term needs to help identify resources to meet these needs
- Assist with filing for SS benefits and appeals (retirement, disability)
- Counsel and educate the elderly & disabled on all aspects of Medicare and other available health insurance options– (new to Medicare, fraud and abuse, enrolling, prescription drug plans, Medicare Advantage plans, Medicare Supplemental Ins. Info)
- Prepare reports in a timely manner for various funding sources (ie: AoA reports, SHIP reports, MIPPA reports, SMP reports)
- Enter all Medicare related fraud and abuse issues, concerns, education and outreach into SMART FACTS and other reporting systems
- Educate, report and provide supported assistance to Medicare beneficiaries to get Medicare Savings Benefits
- Provide community outreach (ie: presentations, radio, TV, ads) to help educate the elderly and disabled on the programs we have available to them to help them lead healthy and independent lives
- Provide Long Term Care and Caregiver support options counseling, when needed
- Work with BEAS to keep our database of resources up to date

2006-2008 Valley Regional Hospital Claremont, NH

Mammography Coordinator

- Coordinate all functions of the mammography department
- Schedule all patients for diagnostic and routine screenings.
- Schedule all breast biopsies.
- Record all mammo and biopsy results into MRS system and mail result letters to all patients
- Manage mammo sched to maintain full daily schedules

2004-2006

Gill Home

Ludlow, VT

Payroll and Accounts Payable

Social Services Director – Admissions & Discharge Coord.

- Processed payroll and all employee benefits.
- Filed quarterly tax, federal and state payroll forms
- Managed all employee HR files, name badges, time cards
- Set up new employees with health, dental insurance
- Managed yearly reviews and updated licenses for all licensed staff
- Rec'd and entered all invoices into GL system and paid invoices on time
- Recruited and coordinated all facility admissions
- Helped resident's and families adjust to being admitted to a nursing home
- Made sure that all proper home supports were in place before any resident was discharged (ie: home care providers, ramps, bathing adaptations, meals on wheels etc).
- Assisted family's complete all admission paperwork, financial eligibility
- Completed quarterly and yearly psychosocial and discharge planning care plans for residents
- Provided social service supports for residents and their families

2001-2004

Dartmouth Hitchcock Med Ctr

Lebanon, NH

Insurance Referral Specialist/Clinical Secretary

- Obtained HMO ins referrals for all patient's specialty appts
- Scheduled all specialty appts ordered by PCP
- Scheduled patients for PCP appointments
- Collected office visit co-pays
- Entered and verified patient insurance and demographics

1999-2001

VNA of VT & NH

White River Jct., VT

Payroll/HR/Workers Compensation

- Processed payroll for multi-state home care agency with several satellite offices
- Managed HR files for all employees
- Managed tickler system for all licensed staff to assure all licenses and ins coverage are up to date
- Prepared all agency over time and on call reports
- Managed all workers compensation reports/claims for agency and assigned staff to appropriate light duty

1989-1999

Sullivan County Nursing Home

Unity, NH

Health Unit Coordinator

MDS Medicaid Reimbursement Data Entry

LNA

- Entered all federally mandated MDS assessments for Medicaid reimbursement into the computer system
- Managed patient medical record charts
- Ordered all supplies for the unit from dietary to general medical to specialty Medicare B supplies such as colostomy and feeding tube supplies.
- Recorded daily vitals (temperatures, pulse, respirations) into resident's medical records
- Maintained all resident's medical records – made sure all MD orders are signed in a timely manner (ie: telephone orders), lab tests posted, entered etc.
- Coordinated all the unit's activities
- Answered unit phone calls and directed appropriately
- Provided daily personal care (bathing, toileting, feeding, ambulating) to residents
- Monitored residents for any vital changes, behaviors etc

SHANDA L. DONOVAN

QUALIFICATION SKILLS

- Over 20 years experience with customer service skills
- Training and supervisory skills
- Experience in A/P, A/R, payroll and health insurance

VOLUNTEER WORK

Walpole Parent Teacher Group – I have actively volunteered with this group since 2004. I acted as Secretary and as President each for 2 years.

Walpole Youth Baseball Foundation – My husband and I run a full kitchen concession stand during the spring and summer months as volunteers. This includes all the ordering of food and supplies, recruiting other volunteers and scheduling them, cooking, taking orders, bookkeeping and cleaning. We do this all on a volunteer basis.

EMPLOYMENT HISTORY

MONADNOCK COLLABORATIVE/SERVICELINK

105 Castle Street
Keene, NH 03431
(603) 357-1922
Manager: Richard Skeels & Jennifer Seher

From 9/2014 – present

Title: Billing Specialist/Program Assistant

Duties: Process billing for several programs. Take minutes for two different groups. Help with travel arrangements and organize luncheons. Assist Program Director with various projects.

LIBERTY MUTUAL INSURANCE

62 Maple Ave
Keene, NH 03431
(800) 228-7830
Manager: Andrea Gott

From 10/2009 – 8/2014

Title: *Financial Operations Rep II*

Duties: Call-center environment answering 65-100 calls per day. A/R, assisting insured's and agents with questions regarding their bills including payment arrangements and account breakdowns. Processing NSF's on a daily basis. Reinstating policies after reviewing necessary criteria.

SAVINGS BANK OF WALPOLE

PO Box 477
Keene, NH 03431
(603) 355-1691
Supervisor: Peggy Hurd

From: 6/2008 to 9/2009

Title: *Deposit Operations Customer Contact*

Duties: Help customers over phone regarding issues with debit cards, Internet Banking, overdrafts or other problems. Respond to all general voicemail and web support inquiries. Set up and support for customers with Internet Banking. Process online account openings. Handle debit card disputes.

L.A. BURDICK CHOCOLATE

PO Box 593
Walpole, NH 03608
(603) 756-3701
Manager: Ellie Gage

From: 09/2007 to 06/2008

Title: *Customer Service Representative*

Duties: Taking orders over the phone, reviewing web orders to detect fraud, process credit cards, help customers with their special event favors.

CHAMBERLAIN MACHINE, INC.

9 Spencer Dr.
Bellows Falls, VT 05101
(802) 463-3927
Office Manager: Kay Miller

From: 09/2006 to 09/2007

Title: *Office Clerk – part time-temporary*

Duties: Data entry, payroll input, assist with A/R and A/P.

CONNECTICUT RIVER BANK, N.A.

Route 123
Langdon, NH 03602
(603) 835-6333
Branch Manager: Nancy Wettach

From: 04/2004 to 07/2006

Title: *Head Teller*

Duties: Open and close branch, supervise and train tellers, handle day to day problems that may arise, staff scheduling, interviewing and hiring new tellers, order and sell money to the Fed, daily and monthly security reports, audit own branch regularly, audit other CRB branch locations quarterly, open accounts, research items, collect on overdraft accounts, help customers with questions, offer products to customers to meet their financial needs, and a variety of other duties that may come up.

ALPINE BANKS OF COLORADO

400 7TH Street South Suite 3300
Rifle, CO 81650
(970) 625-1900
Supervisor: Tim Adams

From: 8/1993 to 10/1999

Title: *Operations Supervisor of Electronic Banking*

Duties: Oversee and help with the duties of all aspects of Electronic Banking for 26 branches including the settlement with VISA and ATM cards, balancing 32 ATM's, all VISA disputes, chargebacks, compliance and arbitration cases with all cardholders and merchants, opening, recording and closing all debit cards, setting up and maintaining merchants with credit card machines, operation of internet banking and answering all questions from employees from the 26 bank locations. Balance 6 branches of teller's work.

TECHNICAL SKILLS

Proficient in Microsoft Office, including Excel and Word. Type 60 wpm. Proficient in ten-key.

I work well under pressure and love a challenge! I am a quick learner, honest, detail-oriented, highly organized and self-motivated! I take pride in my work and get a great satisfaction of my accomplishments.

Subject: ServiceLink Resource Center (RFP-2017-OHS-01-Servi-08)

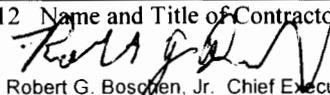
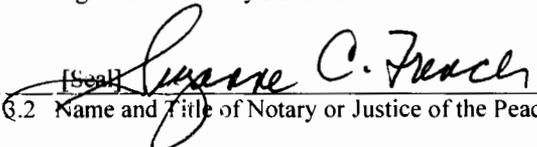
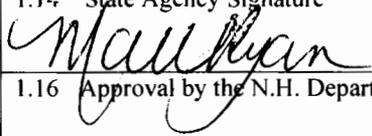
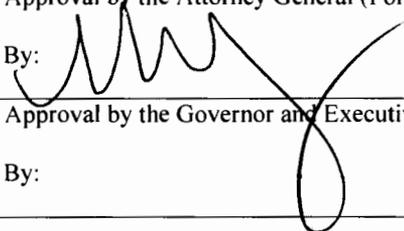
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Tri-County Community Action Program, Inc. | | 1.4 Contractor Address 30 Exchange Street Berlin, NH 03570 | |
| 1.5 Contractor Phone Number 603-752-7100 | 1.6 Account Number 05-95-48-481010-95650000, 05-95-48-481010-92550000, 05-95-48-481510-61800000, 05-95-48-481010-78720000, 05-95-48-481010-33170000, 05-95-48-481010-89250000, 05-95-48-481010-88880000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$361,596.80 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory  Robert G. Boschen, Jr. Chief Executive Officer | |
| 1.13 Acknowledgement: State of New Hampshire, County of Coos On October 31, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary | | SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018 | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director OHS Date: 11/18/16 | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Coppe - Attorney 11/29/16 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.2. The Contractor shall serve as a New Hampshire ServiceLink Contractor to provide long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.
- 1.3. The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long-term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Support Service (LTSS) options.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service and produce measurable results.
- 1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services as designated by the Department.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program. All marketing materials written/verbal shall be approved by the Department before public release.
 - 2.1.1.2. Provide a minimum of forty (40) hours of operation per week. Hours of operation shall include weekend and evening coverage.
 - 2.1.1.3. Ensure ServiceLink Resource Centers operational and program requirements are met.
- 2.1.2. The Contractor shall occupy independent office space which meets the following requirements:
 - 2.1.2.1. Located in easily accessible areas.



Exhibit A

- 2.1.2.2. Provide sufficient space which shall include:
 - 2.1.2.2.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services;
 - 2.1.2.2.2. A confidential meeting rooms to accommodate a minimum of three (3) individuals;
 - 2.1.2.2.3. Barrier-free/handicap access;
 - 2.1.2.2.4. Ensure the facility meets all state and local rules and ordinances; and
 - 2.1.2.2.5. Appropriate space and supplies for outside team members such as the Division of Client Services (DCS) staff and the NH State Office of Veterans Services.
- 2.1.2.3. Display a visible, Department approved "ServiceLink Aging and Disability Center" sign on the exterior of the building.
- 2.1.2.4. Assume responsibility for all costs associated with establishing and operating phone/fax lines including necessary equipment which shall include:
 - 2.1.2.4.1. Operate a minimum of 3 phone numbers/lines and 1 fax line;
 - 2.1.2.4.2. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number;
 - 2.1.2.4.3. Configure phone system(s) to allow for individual voicemail capabilities for each staff person; and
 - 2.1.2.4.4. Work with the Department to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate.
- 2.1.3. The Contractor shall collaborate with stakeholders in the design, implementation, ongoing administration and evaluation which shall include:
 - 2.1.3.1. Develop a formal process to involve stakeholders in the ongoing development and implementation the program.
 - 2.1.3.2. Develop partnerships with other NHCarePath Partners.
 - 2.1.3.3. Assist with coordination of quarterly NHCarePath Regional Partner meetings within the region.
 - 2.1.3.4. Develop communications with NHCarePath referral sources, including but not limited to; State or regional hospital, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veteran Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations.
 - 2.1.3.5. Collaborate with Assistive Technology in New Hampshire (ATinNH) to improve assistive technology for individuals with disabilities and their families as follows:



Exhibit A

- 2.1.3.5.1. Explore possible benefits and needs for assistive technology devices.
 - 2.1.3.5.2. Provide devices for demonstration and loan to clients in order to maximize the client's independence.
 - 2.1.3.5.3. Train clients on assistive technology and provide technical assistance.
 - 2.1.3.5.4. Demonstrate appropriate equipment and document outcome.
 - 2.1.3.5.5. Document follow-up conversations with clients regarding appropriateness of device.
 - 2.1.3.6. Participate in strategic planning of the Department's No Wrong Door (NWD) approach.
 - 2.1.3.7. Collaborate with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - 2.1.3.8. Revise or modify deliverables and work plan in order to meet primary objectives defined by federal grantors and state initiatives.
- 2.2. Required Services
- 2.2.1. The Contractor shall provide Consumer Information, Referral and Counseling Services with the person centered planning approach which shall include:
 - 2.2.1.1. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which describes systematic processes.
 - 2.2.1.2. Assist clients with appropriate services and supports through referrals to agencies and organizations.
 - 2.2.1.3. Maintain appropriate records of client contact as well as follow-up contacts in accordance with the policy and procedures of the Refer 7.5 Manual.
 - 2.2.1.4. Comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. Provide accurate up-to-date information to clients through the use of the Refer 7 database.
 - 2.2.1.6. Provide Refer 7 Administration with updated accurate agency information which complies with the established inclusion/exclusion policies in the Refer 7.5 manual.
 - 2.2.1.7. Ensure staff attends outreach and education trainings as directed by the Department.
 - 2.2.1.8. Conduct Person-Centered Options Counseling in accordance with the federal NWD System guidelines, Section III.
 - 2.2.2. The Contractor shall assist individuals using standardized process to determine eligibility for all LTSS programs. The Contractor shall:



Exhibit A

- 2.2.2.1. Follow the processes to access LTSS in accordance with Department policies.
- 2.2.2.2. Determine eligibility in accordance with Person-Centered Options Counseling protocols and procedures which shall include:
 - 2.2.2.2.1. Assist individuals to determine appropriate payment and delivery of services.
 - 2.2.2.2.2. Provide individuals with financial assessment, if applicable.
 - 2.2.2.2.3. Assist clients in accessing community-based LTSS.
 - 2.2.2.2.4. Develop processes for accessing public LTSS programs.
 - 2.2.2.2.5. Ensure completion and submission of applications and eligibility determination documents.
 - 2.2.2.2.6. Coordinate with the Department to assess and determine client's eligibility.
 - 2.2.2.2.7. Track client's eligibility status through the process of eligibility and redetermination using the Department's intake/eligibility determination systems.
 - 2.2.2.2.8. Provide appropriate access and training to staff necessary to provide services.
 - 2.2.2.2.9. Provide additional Person-Centered Options Counseling to individuals determined ineligible for LTSS.
 - 2.2.2.2.10. Participate in Department trainings regarding screening protocols which facilitate the financial eligibility process.
 - 2.2.2.2.11. Comply with the Department policies and procedures in the Medicaid eligibility determination process.
- 2.2.3. The Contractor shall provide Family Caregiver Support Program services which shall include:
 - 2.2.3.1. Provide staffing according to section 5.7.1 of the Statement of Work geographic area.
 - 2.2.3.2. Ensure staff has appropriate knowledge of community resources.
 - 2.2.3.3. Provide information, assistance and Person-Centered Options Counseling to caregivers.
 - 2.2.3.4. Provide appropriate referrals and assist with access to community resources.
 - 2.2.3.5. Provide appropriate training to staff on all Family Caregiver Support Program services, policies and procedures.
 - 2.2.3.6. Conduct assessments and assist in determining eligibility for respite and/or supplemental services.
 - 2.2.3.7. Provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
 - 2.2.3.8. Comply with the Department's fiscal management policies and procedures for bill paying and employer of record services.



Exhibit A

- 2.2.3.9. Provide adequate staff for assessment and ongoing home visits.
 - 2.2.3.10. Ensure a minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC) or a minimum of two (2) individuals in each geographic area are trained in the PTC curriculum.
 - 2.2.3.11. Coordinate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.2.3.12. Facilitate a caregiver support group as needed.
 - 2.2.3.13. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.2.3.14. Ensure staff attends the Department's Family Caregiver Support Program meetings.
 - 2.2.3.15. Provide a minimum of six (6) formal outreach activities and/or presentations to community partners specifically targeted to the informal caregiver population.
 - 2.2.3.16. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with the caregiver's plan.
- 2.2.4. The Contractor shall provide Veteran Directed Home and Community-Based Services (VD-HCBS) also known as Veterans Independence Program (VIP). The Contractor shall:
- 2.2.4.1. Comply with the Veteran Affairs Medical Center (VAMC) National VD-HCBS Program staffing requirements and procedures.
 - 2.2.4.2. Work in conjunction with and accept referrals from the White River Junction Veterans Affairs Medical Center and/or the Manchester Veterans Affairs Medical Center.
 - 2.2.4.3. Establish and maintain an advisory board that includes representatives from veterans groups, veterans and families for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
 - 2.2.4.4. Establish service plans and budgets for approval by the referring VAMC.
 - 2.2.4.5. Maintain the veteran's budget for ongoing implementation of the services by monitoring available funding and expenditures in order not to exceed the budget amount.
 - 2.2.4.6. Provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures, directly or through a subcontract with another agency.



Exhibit A

- 2.2.4.7. Maintain compliance with staff training to provide the VD-HCBS and to provide Financial Management Services program requirements, as applicable.
- 2.2.4.8. Provide strictly dedicated staff at a minimum of one part time staff to assist veterans in arranging consumer-directed services and ensure an increase of FTE% to meet the needs of VD-HCBS caseload without impacting the minimum staffing requirements and resources for ServiceLink Core Services.
- 2.2.4.9. Counsel veterans and their families in the use of flexible home and community-based VAMC approved services budget to meet individual needs and goals.
- 2.2.4.10. Assist veterans in meeting LTSS needs and identify a backup plan for support.
- 2.2.4.11. Contact veterans referred to the VD-HCBS program within three (3) business days of receiving the referral from the VAMC.
- 2.2.4.12. Assist veterans to determine the most appropriate services that will meet their needs.
- 2.2.4.13. Maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.2.4.14. Participate in continuous program quality improvement activities with the Department and/or with the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars.
- 2.2.4.15. Participate in VAMC program meetings.
- 2.2.4.16. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.
- 2.2.5. The Contractor shall provide Medicare health insurance counseling with staff trained and certified staff under the State Health Insurance Assistance Program (SHIP). The Contractor shall:
 - 2.2.5.1. Provide staffing according to section 5.7.2 of Statement of Work;
 - 2.2.5.2. Provide personalized counseling services.
 - 2.2.5.3. Provide targeted community outreach to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.2.5.4. Provide an increased counselor workforce that is trained, fully-equipped, and proficient in providing a full range of services, including enrollment assistance into appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.



Exhibit A

- 2.2.5.5. Facilitate recruitment, training, and maintenance of a network of volunteers to assist in providing services.
- 2.2.6. The Contractor shall provide Senior Medicare Patrol (SMP) services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare. The Contractor shall:
 - 2.2.6.1. Partner with organizations to provide the use of toll-free lines, web based strategies through local and statewide media channels and educational outreach planning.
 - 2.2.6.2. Provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.2.6.3. Collaborate with community-based providers.
 - 2.2.6.4. Conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.2.6.5. Report accurate activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.2.6.6. Provide training and education to isolated populations by providing SMP outreach materials and informational services, expanding partnerships and maintenance of a trained volunteer network.
 - 2.2.6.7. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.2.6.8. Recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.2.7. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings. The Contractor shall:
 - 2.2.7.1. Assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.7.2. Assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.7.3. Assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.7.4. Assist individuals with accessing LTSS in order to transition back to the community.



Exhibit A

- 2.2.7.5. Provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.7.6. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q.
- 2.2.8. The Contractor shall provide Specialized Care Transition Counseling and Support services which shall include:
 - 2.2.8.1. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.8.2. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
 - 2.2.8.2.1. Implement interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.8.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.8.2.3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.8.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.8.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.2.8.2.6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services.
 - 2.2.8.2.7. Engage individuals while in acute care setting to assist in transitioning to home and community based settings. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
 - 2.2.8.3. Ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:



Exhibit A

- 2.2.8.3.1. Participate in hospital discharge planning meetings.
 - 2.2.8.3.2. Meet with individuals and family members according to their preferences and goals for transition.
 - 2.2.8.3.3. Provide post-discharge follow up as needed, requested and appropriate in adherence to Follow-up Procedures and Protocols to assure successful transitions to home.
 - 2.2.8.3.4. Document related contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.8.3.5. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
 - 2.2.8.3.6. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure a successful transition to include; short term case management services , problem solving assistance, referrals, and ensuring the transition plan is in place and is adequate to meet the individual's needs.
- 2.2.9. The Contractor shall deliver outreach and education services to promote ServiceLink services. The Contractor shall:
- 2.2.9.1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days of the contract effective date which shall include;
 - 2.2.9.1.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides, information and one-on-one counseling to assist individuals with learning about and accessing the LTSS options available in their communities.
 - 2.2.9.1.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.2.9.1.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.2.9.1.4. Feedback loops to monitor and modify outreach and marketing activities as needed.



Exhibit A

- 2.2.9.2. Partner with other ServiceLink Contractors to learn their outreach and marketing best practices.
- 2.2.10. The Contractor shall provide the Medicare Program Promotion services in accordance with Medicare Improvements for Patients and Providers Act (MIPPA). The Contractor shall:
 - 2.2.10.1. Provide public awareness regarding beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by screening and assisting in enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
 - 2.2.10.2. Provide awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL and the Department.
 - 2.2.10.3. Implement a communications and media schedule to conduct outreach campaigns at a minimum of one (1) per month which shall include:
 - 2.2.10.3.1. Mailing introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.2.10.3.2. Conduct follow-up contacts.
 - 2.2.10.3.3. Arrange face-to-face meetings to educate community partners.
 - 2.2.10.3.4. Develop a media list for the geographic area served.
 - 2.2.10.3.5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.2.10.4. Be responsible for purchasing media in their local area.
 - 2.2.10.5. Comply with procedures for reporting defined by the Department.



Exhibit A

2.2.10.6. Be required to meet or exceed the following performance measures:

| Performance Measure | Reporting Method |
|--|---|
| 1. Increase the number of individuals enrolled in; LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months. | Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. |
| 2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services. | Monthly Outreach Activities Report SHIP-NPR reports to include Client Contacts and Public and Media Activities (PAM). |
| 3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of 1 time per month. | Monthly Outreach Activities report to the Department and entries into SHIP-NPR reporting system reports to the Department. |
| 4. Demonstrate partnerships and evaluate effectiveness and lessons learned. | SHIP reports, partnership, and satellite office listings, as required by ACL for the SHIP Mid-Term and Annual Progress Reports to the Department. |

3. Reporting Requirements

- 3.1. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.2. The Contractor shall track client data including, but not limited to:
 - 3.2.1. Number of individuals served.
 - 3.2.2. Types of information/referrals provided to individuals.
 - 3.2.3. Follow-up services performed and frequency of services delivered.
 - 3.2.4. Length of contact.
 - 3.2.5. Number of individuals who answered yes or no to the following question: Have you or a family member ever served in the military?
- 3.3. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.3.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.



Exhibit A

- 3.4. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
- 3.5. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services.

4. Performance Measures

- 4.1. The Contractor shall meet at a minimum the following performance measures:
 - 4.1.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 4.1.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 4.1.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 4.1.4. The Contractor shall ensure that 100% of staff is certified in options counseling training within one year of hire.
 - 4.1.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 4.1.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer of all clients contacting ServiceLink for the following question: Have you or a family member ever served in the military?

5. Staffing

- 5.1. The Contractor shall ensure ServiceLink management staff has appropriate credentials.
- 5.2. The Contractor shall ensure counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 5.3. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices.
- 5.4. The Contractor shall ensure all staff is certified in Person-Centered Option Counseling within one year of hire.
- 5.5. The Contractor shall ensure that staff scores a minimum of 80% on the certification test in Person-Centered Options Counseling.
- 5.6. The Contractor shall provide staff for the following positions/criteria:
 - 5.6.1. **Program Manager** – 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight.



Exhibit A

The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the Department's ServiceLink Resource Center Program Manager. The Program Manager must meet the following required certifications:

- 5.6.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
- 5.6.1.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
- 5.6.1.3. SHIP/SMP certification training and certification within one year of hire.
- 5.6.1.4. SMP Foundations training and assessment within one year of hire.
- 5.6.2. **Information and Referral Staff** – links individuals requiring assistance with appropriate service providers and/or supplies descriptive information regarding the agencies or organizations who offer services. Information and Referral Staff must meet the following requirements:
 - 5.6.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.2.2. Obtain training in Person-Centered Counseling within one year of hire.
 - 5.6.2.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.2.4. SMP Foundations training and assessment within one year of hire.
- 5.6.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** – Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Staff must meet the following requirements:
 - 5.6.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.3.2. Obtain training and Certification in Person-Centered Counseling within one year of hire.
 - 5.6.3.3. Obtain certification as a State Health Insurance Assistance (SHIP) within one year of hire.
 - 5.6.3.4. SMP Foundations training and assessment within one year of hire.
- 5.6.4. **Person-Centered Options Counseling Caregiver Staff** – Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer directed services based on the needs and preferences of the caregiver. This position also shall provide:



Exhibit A

- 5.6.4.1. One-on-one counseling with caregivers to help them problem-solve their unique situation.
- 5.6.4.2. Offer education, support, advocacy and follow-up.
- 5.6.4.3. Facilitate training related to assisting family caregivers which includes detailed knowledge of issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- 5.6.4.4. Data collection, reporting.
- 5.6.4.5. This position must meet the following requirements:
 - 5.6.4.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire.
 - 5.6.4.5.2. Obtain training and certification in Person-Centered Counseling within one year of hire.
 - 5.6.4.5.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 5.6.4.5.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year of hire.
 - 5.6.4.5.5. SMP Foundations training and assessment within one year of hire.
- 5.6.5. **State Health Insurance Assistance Program (SHIP) Staff**—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:
 - 5.6.5.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
 - 5.6.5.2. Within 6 months of hire:
 - 5.6.5.2.1. SHIP training and assessments;
 - 5.6.5.2.2. SMP foundations training and assessment within one year of hire; and
 - 5.6.5.2.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.6.6. **Senior Medicare Patrol (SMP) Staff** - Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's



Exhibit A

deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- 5.6.6.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - 5.6.6.2. Obtain certification as SMP Counselor certification, within 6 months of hire; and
 - 5.6.6.3. Obtain training in Person-centered Counseling within one year and a half of hire.
- 5.7. The Contractor shall provide the following Minimum Staffing Requirements per designated catchment areas:
- 5.7.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:
 - 5.7.1.1. Carroll and Sullivan .25 FTE;
 - 5.7.1.2. Coos, Strafford, Monadnock .5 FTE;
 - 5.7.1.3. Grafton .75 FTE;
 - 5.7.1.4. Hillsborough, Belknap, Merrimack 1 FTE;
 - 5.7.1.5. Rockingham 1.25 FTE.
 - 5.7.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:
 - 5.7.2.1. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
 - 5.7.2.2. Monadnock, Grafton, and Strafford 2 FTE;
 - 5.7.2.3. Merrimack County 2 FTE; and
 - 5.7.2.4. Hillsborough and Rockingham 3 FTE

6. Deliverables

- 6.1. The Contractor shall provide a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work to the Department within sixty (60) days of contract approval.
- 6.2. The Contractor shall provide Quarterly Reports to the Department within thirty (30) days of the close of the quarter.



Method and Conditions Precedent to Payment

1. This contract is funded to provide services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements from the following Catalog of Federal Domestic Assistance:
 - CFDA #93.778, United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant.
 - CFDA #93.052, United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E.
 - CFDA #93.667, United States Department of Health and Human Services, Administration for Community Living, Social Services Block Grant.
 - CFDA #93.517, United States Department of Health and Human Services, Administration for Community Living, NH ADRC Options Counseling Enhancement Program/NH No Wrong Door System of Access to LTSS Enhancement Program
 - CFDA #93.779, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program.
 - CFDA #93.408, United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living.
 - CFDA #93.071 United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibits B-1, B-2 and B-3.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor must submit monthly invoices for reimbursement by the 20th of each month for services specified in Exhibit A, Scope of Services on Department forms. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoices must;
 - 3.2.1 Clearly identify the amount requested and the services performed during that period.
 - 3.2.2 Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services.
 - 3.2.3 Separately identify any work, time sheets and amount of attributable and performed by an approved contractor, if applicable.
 - 4.3. Invoices and reports identified in Section 4.1 and 4.2 must be submitted to:

Attn: ServiceLink Financial Manager
NH Department of Health and Human Services
Office of Human Services
129 Pleasant Street
Concord, NH 03301



Exhibit B

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5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
 6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items below ten percent (10%) of the total corresponding State Fiscal Year budget can be made up to two (2) times per fiscal year by written agreement of both parties without additional approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services
(Name of RFP)

Budget Period: FY17

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHH contract share | | | Total |
|--|--------------------|----------|-------|--------------------------|----------|-------|------------------------------|----------|-------|---------------|
| | Direct Incremental | Indirect | Fixed | Direct Incremental | Indirect | Fixed | Direct Incremental | Indirect | Fixed | |
| 1. Total Salary/Wages | \$ 65,584.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 65,584.80 | \$ - | \$ - | \$ 65,584.80 |
| 2. Employee Benefits | \$ 16,916.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 16,916.00 | \$ - | \$ - | \$ 16,916.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 100.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ - | \$ 100.00 |
| Purchase/Depreciation | \$ 500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ - | \$ 500.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 569.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 569.00 | \$ - | \$ - | \$ 569.00 |
| 6. Travel | \$ 3,100.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,100.00 | \$ - | \$ - | \$ 3,100.00 |
| 7. Occupancy | \$ 3,600.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,600.00 | \$ - | \$ - | \$ 3,600.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 |
| Postage | \$ 330.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 330.00 | \$ - | \$ - | \$ 330.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 100.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ - | \$ 100.00 |
| 10. Marketing/Communications | \$ 450.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 450.00 | \$ - | \$ - | \$ 450.00 |
| 11. Staff Education and Training | \$ 2,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| 12. Subcontracts/Agreements | \$ 500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ - | \$ 500.00 |
| 13. Other (specific details mandatory) | \$ 11,421.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 11,421.00 | \$ - | \$ - | \$ 11,421.00 |
| TOTAL | \$ 106,170.80 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 106,170.80 | \$ - | \$ - | \$ 106,170.80 |

Indirect As A Percent of Direct 0.0%

Contractor Initials: RUE
Date: 10/31/14

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services
(Name of RFP)

Budget Period: FY18

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---------------------------------------|--------------------|-----------------|--------------------------|-----------------|-------------------------------|-----------------|---------------|
| | Direct Incremental | Indirect Pooled | Direct Incremental | Indirect Pooled | Direct Incremental | Indirect Pooled | |
| 1. Total Salary/Wages | \$ 128,545.00 | \$ - | \$ - | \$ - | \$ 128,545.00 | \$ - | \$ 128,545.00 |
| 2. Employee Benefits | \$ 33,832.00 | \$ - | \$ - | \$ - | \$ 33,832.00 | \$ - | \$ 33,832.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 200.00 | \$ - | \$ - | \$ - | \$ 200.00 | \$ - | \$ 200.00 |
| Repair and Maintenance | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical Office | \$ 1,511.00 | \$ - | \$ - | \$ - | \$ 1,511.00 | \$ - | \$ 1,511.00 |
| 6. Travel | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 |
| 7. Occupancy | \$ 7,188.00 | \$ - | \$ - | \$ - | \$ 7,188.00 | \$ - | \$ 7,188.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 2,000.00 | \$ - | \$ - | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Telephone | \$ 450.00 | \$ - | \$ - | \$ - | \$ 450.00 | \$ - | \$ 450.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| 10. Marketing/Communications | \$ 850.00 | \$ - | \$ - | \$ - | \$ 850.00 | \$ - | \$ 850.00 |
| 11. Staff Education and Training | \$ 3,000.00 | \$ - | \$ - | \$ - | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| 12. Subcontracts/Agreements | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 13. Other (Specify details mandatory) | \$ 20,081.00 | \$ - | \$ - | \$ - | \$ 20,081.00 | \$ - | \$ 20,081.00 |
| TOTAL | \$ 203,757.00 | \$ - | \$ - | \$ - | \$ 203,757.00 | \$ - | \$ 203,757.00 |

0.0%

Indirect As A Percent of Direct

Contractor Initials: *DG*
Date: *10/31/16*

Exhibit B-3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Program, Inc

Budget Request for: RFP-2017-OHS-01-SERV1 Improving Access to Information and Services for Individuals and Families Needing Long Term Supports and Services
(Name of RFP)

Budget Period: FY19

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---|--------------------|----------------|--------------------------|----------------|-------------------------------|----------------|--------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 31,917.00 | \$ - | \$ - | \$ - | \$ 31,917.00 | \$ - | \$ 31,917.00 |
| 2. Employee Benefits | \$ 8,442.00 | \$ - | \$ - | \$ - | \$ 8,442.00 | \$ - | \$ 8,442.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Purchase/Depreciation | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 400.00 | \$ - | \$ - | \$ - | \$ 400.00 | \$ - | \$ 400.00 |
| 6. Travel | \$ 1,550.00 | \$ - | \$ - | \$ - | \$ 1,550.00 | \$ - | \$ 1,550.00 |
| 7. Occupancy | \$ 1,800.00 | \$ - | \$ - | \$ - | \$ 1,800.00 | \$ - | \$ 1,800.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 600.00 | \$ - | \$ - | \$ - | \$ 600.00 | \$ - | \$ 600.00 |
| Postage | \$ 165.00 | \$ - | \$ - | \$ - | \$ 165.00 | \$ - | \$ 165.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 50.00 | \$ - | \$ - | \$ - | \$ 50.00 | \$ - | \$ 50.00 |
| 10. Marketing/Communications | \$ 250.00 | \$ - | \$ - | \$ - | \$ 250.00 | \$ - | \$ 250.00 |
| 11. Staff Education and Training | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| 12. Subcontracts/Agreements | \$ 125.00 | \$ - | \$ - | \$ - | \$ 125.00 | \$ - | \$ 125.00 |
| 13. Other (specific details mandatory): | \$ 5,170.00 | \$ - | \$ - | \$ - | \$ 5,170.00 | \$ - | \$ 5,170.00 |
| TOTAL | \$ 51,669.00 | \$ - | \$ - | \$ - | \$ 51,669.00 | \$ - | \$ 51,669.00 |

0.0%

Indirect As A Percent of Direct

Contractor Initials: RCB
Date: 10/31/14



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

Tri-County Community Action Program, Inc.

October 31, 2016

Date

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer



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:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.
Title: Chief Executive Officer

10-31-2016

Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

10-31-2016

Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

RUB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Tri-County Community Action Program, Inc.

10-31-2016

Date

Name: Robert G. Boschen, Jr.
Title: Chief Executive Officer

Exhibit G

Contractor Initials RB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 10/31/16
RB



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:
Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.
Title: Chief Executive Officer

10-31-2016

Date

RGB

10/31/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/18/16
Date

Tri-County Community Action Program, Inc.

Name of the Contractor

Robert G. Boschen, Jr.
Signature of Authorized Representative

Robert G. Boschen, Jr.
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

October 31, 2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Tri-County Community Action Program, Inc.

10-31-2016

Date

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

Contractor Initials

RGB

Date

10/31/16



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708

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:

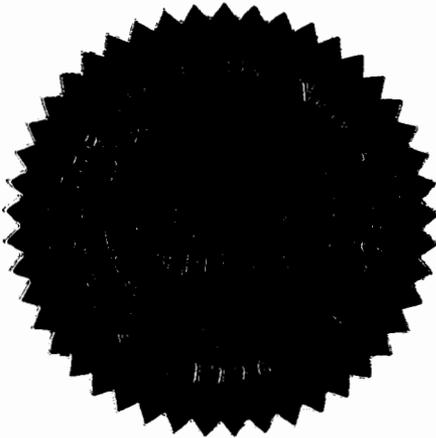
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2016

A handwritten signature in black ink, which appears to read "William M. Gardner". The signature is written in a cursive style and is located below the printed text of the certificate.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 8-23-2016:
(Date)

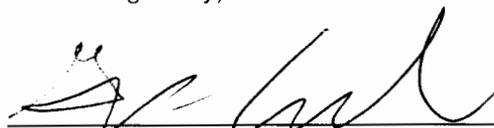
RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 31st day of October, 2016.
(Date Contract Signed)

4. Robert G. Boschen, Jr. is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 31st day of October, 2016.

By Gary Coulombe
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2016

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 INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570 | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: AmGuard Ins Co INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 42390 |
|---|---|

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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|--|--------------------|--|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | PHPK1521023 | 7/1/2016 | 7/1/2017 | 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 |
| GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input checked="" type="checkbox"/> LOC OTHER | | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS | | PHPK1521031 | 7/1/2016 | 7/1/2017 | 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"/> EXCESS LIAB CLAIMS-MADE | | PHUB548500 | 7/1/2016 | 7/1/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000 | | | | | | |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y N/A | TRWC783275 (3a.) NH K Matthews, R. Urban & W. Hatch excluded | 7/1/2016 | 7/1/2017 | <input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | <input checked="" type="checkbox"/> Professional Liability | | PHPK1521023 | 7/1/2016 | 7/1/2017 | Per Occurrence \$1,000,000 Aggregate \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

| | |
|--|--|
| CERTIFICATE HOLDER State of New Hampshire 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 Chris Sharpe/JSC |
|--|--|

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MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

***Tri-County Community Action Programs...
Helping people, changing lives.***

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

***TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.
...Helping people, changing lives.***

Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30 2015
AND
INDEPENDENT AUDITORS' REPORT**

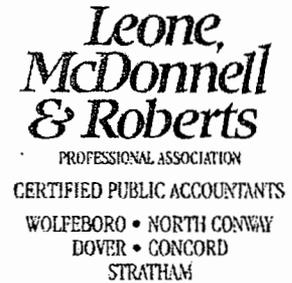
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

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To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire



INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate (a New Hampshire nonprofit organization), which comprise the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the 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 December 10, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

CURRENT ASSETS

| | |
|---------------------|---------------|
| Cash | \$ 488,950 |
| Accounts receivable | 1,014,274 |
| Pledges receivable | 247,754 |
| Inventories | 116,150 |
| Prepaid expenses | <u>30,678</u> |

Total current assets 1,897,806

PROPERTY

| | |
|--------------------------------|--------------------|
| Property, plant, and equipment | 13,468,105 |
| Less accumulated depreciation | <u>(4,588,525)</u> |

Property, net 8,879,580

OTHER ASSETS

| | |
|-------------------------------|---------------|
| Restricted cash | 540,395 |
| Building refinance costs, net | <u>15,365</u> |

Total other assets 555,760

TOTAL ASSETS \$ 11,333,146

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

| | |
|-----------------------------------|----------------|
| Demand note payable | \$ 700,252 |
| Current portion of long term debt | 271,685 |
| Accounts payable | 671,782 |
| Accrued compensated absences | 332,024 |
| Accrued salaries | 134,822 |
| Accrued expenses | 107,474 |
| Refundable advances | 191,343 |
| Other liabilities | <u>280,474</u> |

Total current liabilities 2,689,856

LONG TERM DEBT

| | |
|--|--------------|
| Long term debt, net of current portion | 5,938,456 |
| Interest rate swap at fair value | <u>7,385</u> |

Total liabilities 8,635,697

NET ASSETS

| | |
|------------------------|----------------|
| Unrestricted | 1,951,539 |
| Temporarily restricted | <u>745,910</u> |

Total net assets 2,697,449

TOTAL LIABILITIES AND NET ASSETS \$ 11,333,146

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Total</u> |
|---|---------------------|-----------------------------------|---------------|
| REVENUES AND OTHER SUPPORT | | | |
| Grant and contracts | \$ 13,563,675 | \$ 267,197 | \$ 13,830,872 |
| Program funding | 1,600,750 | 102,424 | 1,703,174 |
| Utility programs | 916,957 | - | 916,957 |
| In-kind contributions | 252,489 | - | 252,489 |
| Contributions | 116,342 | 20,841 | 137,183 |
| Fundraising | 43,415 | - | 43,415 |
| Rental income | 824,332 | - | 824,332 |
| Interest income | 485 | - | 485 |
| Gain on disposal | 16,560 | - | 16,560 |
| Other revenue | 91,349 | - | 91,349 |
| | <hr/> | <hr/> | <hr/> |
| Total revenues and other support | 17,426,354 | 390,462 | 17,816,816 |
| NET ASSETS RELEASED FROM RESTRICTIONS | <hr/> | <hr/> | <hr/> |
| | 307,765 | (307,765) | - |
| | <hr/> | <hr/> | <hr/> |
| Total revenues, other support, and net assets released from restrictions | 17,734,119 | 82,697 | 17,816,816 |
| | <hr/> | <hr/> | <hr/> |
| FUNCTIONAL EXPENSES | | | |
| Program Services: | | | |
| Agency Fund | 883,748 | - | 883,748 |
| Head Start | 2,289,054 | - | 2,289,054 |
| Guardianship | 767,955 | - | 767,955 |
| Transportation | 985,004 | - | 985,004 |
| Volunteer | 87,521 | - | 87,521 |
| Workforce Development | 449,251 | - | 449,251 |
| Alcohol and Other Drugs | 989,422 | - | 989,422 |
| Carroll County Dental | 496,634 | - | 496,634 |
| Carroll County Restorative Justice | 95,727 | - | 95,727 |
| Support Center | 249,099 | - | 249,099 |
| Homeless | 442,493 | - | 442,493 |
| Energy and Community Development | 7,433,283 | - | 7,433,283 |
| Elder | 1,088,328 | - | 1,088,328 |
| Housing Services | 172,157 | - | 172,157 |
| | <hr/> | <hr/> | <hr/> |
| Total program services | 16,429,676 | - | 16,429,676 |
| Supporting Activities: | | | |
| General and administrative | 1,154,866 | - | 1,154,866 |
| Fundraising | 4,498 | - | 4,498 |
| | <hr/> | <hr/> | <hr/> |
| Total supporting activities | 1,159,364 | - | 1,159,364 |
| | <hr/> | <hr/> | <hr/> |
| Total functional expenses | 17,589,040 | - | 17,589,040 |
| | <hr/> | <hr/> | <hr/> |
| CHANGES IN NET ASSETS FROM OPERATIONS | 145,079 | 82,697 | 227,776 |
| OTHER INCOME | | | |
| Gain on interest rate swap | 42,327 | - | 42,327 |
| | <hr/> | <hr/> | <hr/> |
| TOTAL CHANGES IN NET ASSETS | 187,406 | 82,697 | 270,103 |
| | <hr/> | <hr/> | <hr/> |
| NET ASSETS, BEGINNING OF YEAR | 1,764,133 | 663,213 | 2,427,346 |
| | <hr/> | <hr/> | <hr/> |
| NET ASSETS, END OF YEAR | \$ 1,951,539 | \$ 745,910 | \$ 2,697,449 |
| | <hr/> | <hr/> | <hr/> |

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015**

| | |
|---|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Change in net assets | \$ 270,103 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | |
| Depreciation and amortization | 483,149 |
| Gain on disposal of property | (16,560) |
| Gain on interest rate swap | (42,327) |
| Decrease (increase) in assets: | |
| Restricted cash | 225,470 |
| Accounts receivable | (180,597) |
| Pledges receivable | (247,754) |
| Inventories | (50,111) |
| Prepaid expenses | (3,392) |
| Other assets | 818 |
| Increase (decrease) in liabilities: | |
| Accounts payable | 16,947 |
| Accrued compensated absences | 54,245 |
| Accrued salaries | 23,336 |
| Accrued expenses | (8,588) |
| Refundable advances | (33,228) |
| Other liabilities | <u>(125,119)</u> |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>366,392</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Proceeds from disposal of property | 57,159 |
| Purchase of property and equipment | <u>(286,141)</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(228,982)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Net advance of demand note payable | 199,201 |
| Proceeds from long-term debt | 13,089 |
| Repayment of long-term debt | <u>(239,753)</u> |
| NET CASH USED IN FINANCING ACTIVITIES | <u>(27,463)</u> |
| NET INCREASE IN CASH AND CASH EQUIVALENTS | 109,947 |
| CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | <u>379,003</u> |
| CASH AND CASH EQUIVALENTS, END OF YEAR | <u>\$ 488,950</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | |
| Cash paid during the year for: | |
| Interest | <u>\$ 233,577</u> |

See Notes to Consolidated Financial Statements

TELEPHONE COMMUNICATION PROGRAM, INC. AND AFFILIATE
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
 PERIOD ENDING SEPTEMBER 30, 2011

| | Agency Fee | Head Start | Shareable | Manufacturing | Members | Wine/Beer | Alcohol | Carroll County | Support | Members | Energy and | Rider | Housing | Item | General & | Contribu | Item |
|--|------------|--------------|------------|---------------|-----------|------------|------------|----------------|------------|------------|--------------|--------------|------------|---------------|--------------|----------|---------------|
| Direct Expenses | | | | | | | | | | | | | | | | | |
| Payroll items and benefits | \$ 71,026 | \$ 1,082,892 | \$ 604,994 | \$ 464,848 | \$ 60,630 | \$ 240,870 | \$ 57,958 | \$ 284,180 | \$ 180,077 | \$ 258,384 | \$ 1,148,181 | \$ 448,838 | \$ 17,214 | \$ 5,240,489 | \$ 634,111 | \$ - | \$ 6,014,385 |
| Advertising and public relations | 15,844 | 286,373 | 177,565 | 17,730 | 13,730 | 64,708 | 151,887 | 59,423 | 34,134 | 42,232 | 3,103,853 | 103,558 | - | 1,332,154 | 132,284 | - | 1,694,482 |
| Computer and telecommunication | 816 | 30 | 478 | 17,020 | 1,568 | 7,481 | 116 | 14,883 | 1,087 | 12,896 | 14,827 | 740 | - | 116,189 | 30,000 | - | 205,218 |
| Office rent and utilities | 12,558 | 24,210 | 13,262 | 13,262 | 1,568 | 24 | 19,540 | 6,624 | 446 | 28,035 | 104,993 | 89,219 | 30 | 467,650 | 177,680 | - | 624,900 |
| Supplies and materials | 14,222 | 177,877 | 30,348 | 19,287 | 5,311 | 96,872 | 19,287 | 20,455 | 646 | 28,035 | 104,993 | 89,219 | 30 | 467,650 | 177,680 | - | 624,900 |
| Contractual services | 4,946 | 289,436 | 11,610 | 16,009 | 1,075 | 4,898 | 71,317 | 32,879 | 4,922 | 5,300 | 289,494 | 297,044 | 1,574 | 1,023,779 | 18,189 | - | 1,008,967 |
| Maintenance of equipment and real estate | 4,331 | 1,219 | 10,710 | 8,422 | - | 209 | 1,081 | 108 | - | 346 | 24,737 | 4,186 | - | 80,378 | 16 | - | 80,782 |
| Printing and general administrative | 86,200 | 38,860 | 18,718 | 1,852 | - | 61 | 10,820 | 1,197 | 8,542 | 3,284 | 1,088 | 13,228 | 27,840 | 192,874 | 18 | - | 189,287 |
| Travel and meeting | 175,213 | 22,084 | 16,978 | 10,231 | 742 | 7,500 | 46,344 | 8,768 | 30,822 | 20,148 | 10,178 | 21,887 | 28,813 | 418,744 | 8,539 | - | 451,200 |
| Travel and meeting | 2,284 | 88,320 | 28,416 | 28,723 | 1,071 | 14,192 | 12,857 | 1,941 | 5,337 | 14,271 | 13,202 | 31,300 | 1,794 | 234,478 | 15,281 | - | 250,459 |
| Utilities | 603 | - | - | 148,827 | - | 7,699 | 7,699 | 87 | - | 2,917 | 41,886 | - | - | 204,123 | 5,581 | - | 209,804 |
| Interest expense | 114,045 | 26,347 | 1,107 | 50,738 | 787 | 2,638 | 2,688 | 87 | 6,433 | 9,115 | 44,883 | - | 15,541 | 246,798 | 4,316 | - | 309,058 |
| Depreciation and amortization | 183,045 | 46 | 433 | 433 | 39 | - | 8,883 | 40,086 | 2 | 1,128 | 5,328 | 24 | 14,009 | 238,329 | 2,723 | - | 341,248 |
| Other expenses | 181,549 | 14,292 | 9,846 | 110,459 | 299 | - | 12,851 | 1,318 | 70 | 1,150 | 10,387 | 5,546 | 14,009 | 48,144 | 8,818 | - | 106,488 |
| In-line expansion | | 225,018 | | | | | | | 10,252 | | 16,877 | | 67,202 | 252,458 | | | 252,458 |
| Total Direct Expenses | 883,718 | 2,289,054 | 797,365 | 979,264 | 87,231 | 449,213 | 589,422 | 498,434 | 340,096 | 442,493 | 7,433,283 | 1,086,238 | 172,157 | 16,439,876 | 1,154,880 | 4,408 | 17,286,640 |
| Indirect Expenses | | | | | | | | | | | | | | | | | |
| Indirect costs | 14,622 | 538,481 | 63,427 | 69,881 | 8,829 | 41,316 | 111,256 | 52,142 | 28,581 | 47,282 | 235,207 | 112,241 | 174,957 | 1,164,886 | 11,154,880 | - | 1,154,880 |
| Total Direct & Indirect Expenses | \$ 898,340 | \$ 2,827,535 | \$ 860,792 | \$ 1,049,145 | \$ 96,060 | \$ 490,529 | \$ 700,678 | \$ 550,576 | \$ 368,677 | \$ 489,775 | \$ 7,668,490 | \$ 1,198,479 | \$ 174,957 | \$ 17,604,762 | \$ 1,166,034 | \$ 4,408 | \$ 17,991,520 |

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. Subsequent to year end, the Division was suspended.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organizations' clients about their other programs, as well as other programs available through other organizations in the community. The Organization consolidated its eight Community contact Offices to one office per county, located in Berlin (Coos), Ashland (Grafton) and Tamworth (Carroll). Clients may submit applications for assistance via e-mail, mail, phone, fax, or face-to-face intake appointments at one of the three offices. Community Contact has schedule site outreach in Lancaster, Lebanon, Woodsville and Colebrook; a schedule is published in the local papers listing the days and locations on a monthly basis. The Carroll County's office has been successful serving the needs of clients with this model for over ten years.

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development. The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods. For Cornerstone Housing North, Inc., the rental income is part of the same program as the Section 202 Capital Advance and is considered a major program.

Method of accounting

The financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2015. The Organization had temporarily restricted net assets of \$745,910 at June 30, 2015.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20 includes an interest rate swap agreement. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge and is valued at the net present value (NPV) of all estimated future cash flows.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

| | |
|----------------------------|----------------|
| Buildings and Improvements | 20 to 40 years |
| Vehicles | 5 to 8.5 years |
| Furniture and Equipment | 5 to 15 years |

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$191,343 as of June 30, 2015.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2011.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2015, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in the contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2015, there were promises to give that were absent of donor stipulations and therefore classified as temporarily restricted in the amount of \$247,754. This amount was included in the grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation 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 disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses.

Other Occupancy expense: expenses are applicable to assets which are used by multiple programs, primarily buildings are charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended at a rate of 12.3%. Per an email with a representative from the U.S. Department of Health and Human Services, the Agency reduced the rate to 12.2% for the year ended June 30, 2015.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2015 was \$18,009.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2015, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2015, there was approximately \$395,443 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2015 was \$11,135. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2015. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2015 was \$186,721, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2015 was \$276,791. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2015 was \$271,547, and is included in the restricted cash balance on the Statement of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2015 as no official notice or request for payment had been received by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2015 was \$70,992.

NOTE 3. INVENTORY

In 2015, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2015, consists of weatherization materials totaling \$116,150. The inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable. The inventory was written off in April 2015.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2015:

| | Capitalized Cost | Accumulated Depreciation | Net Book Value |
|-----------|-----------------------------|-------------------------------------|----------------------------|
| Building | \$10,599,723 | \$ 3,018,512 | \$ 7,581,211 |
| Equipment | 2,176,915 | 1,570,013 | 606,902 |
| Land | <u>691,467</u> | <u>-</u> | <u>691,467</u> |
| | <u>\$13,468,105</u> | <u>\$ 4,588,525</u> | <u>\$ 8,879,580</u> |

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2015 was \$482,262.

The Organization also had building refinancing costs of \$17,730 during the prior year. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$332,024.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2015 consisted of the following:

| | |
|--|------------|
| Note payable with the USDA requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024. | \$ 133,110 |
| Note payable with the USDA requiring 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027. | 174,527 |
| Note payable with the USDA requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. | 33,651 |
| Note payable with the USDA requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. | 9,061 |

| | |
|--|-----------|
| Note payable with a bank requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015. | 2,820 |
| Note payable with a bank requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021. | 444,989 |
| Note payable to a related party, interest accrues 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. | 12,578 |
| Note payable to a non-profit organization (related party), interest accrues 5% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended. | 120,147 |
| Bond payable with a bank requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040. | 2,948,780 |
| Note payable with a bank requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032. | 462,878 |
| Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047. | 1,617,600 |

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.

| | |
|--|---------------------|
| | <u>250,000</u> |
| | 6,210,141 |
| Less current portion due within one year | <u>(271,685)</u> |
| Total long term debt | <u>\$ 5,938,456</u> |

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

| <u>Years ending June 30</u> | <u>Amount</u> |
|---------------------------------|---------------------|
| 2016 | \$ 271,685 |
| 2017 | 142,297 |
| 2018 | 541,085 |
| 2019 | 129,965 |
| 2020 | 135,963 |
| Thereafter | <u>4,989,146</u> |
| | <u>\$ 6,210,141</u> |

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2015 was \$11,135.

Subsequent to year end, the Agency purchased two vehicles with note payables totaling \$38,284. The future scheduled maturities of long term debt for these two vehicles are as follows:

| <u>Years ending June 30</u> | <u>Amount</u> |
|---------------------------------|------------------|
| 2016 | \$ 4,828 |
| 2017 | 5,809 |
| 2018 | 6,138 |
| 2019 | 6,485 |
| 2020 | 6,852 |
| Thereafter | <u>8,172</u> |
| | <u>\$ 38,284</u> |

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bear interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$400,000 at June 30, 2015. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$15,509 at June 30, 2015. The Northern Forest Heritage Park was sold subsequent to fiscal year end, at which time the line of credit was paid off in full.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2015, the outstanding debt totaled \$256,698, which included accrued interest of \$5,860.

NOTE 8. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2015, the annual rent expense for leased facilities was \$180,867.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2015, are as follows:

| Years ending <u>June 30</u> | <u>Amount</u> |
|--|----------------------|
| 2016 | \$ 139,374 |
| 2017 | 92,385 |
| 2018 | 82,127 |
| 2019 | 68,688 |
| 2020 | 34,974 |
| Thereafter | <u>247,027</u> |
| | <u>\$ 664,575</u> |

NOTE 9. IN-KIND CONTRIBUTIONS

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 10. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a large majority of its support from federal and state governments. For the year ended June 30, 2015, approximately \$12,900,000 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the year ended June 30, 2015 approximately 69% of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2015:

| | |
|--|-------------------|
| NH Charitable Foundation Grant, Mt. Jasper | \$ 32,653 |
| Berlin Area Renewable Energy Initiative | 7,281 |
| RSVP Program Funds | 7,112 |
| 10 Bricks Shelter Funds | 122,252 |
| Donations to Mahoosuc Trail | 6,842 |
| Community Contact | 15,040 |
| Donations to Maple Fund | 1,825 |
| FAP/EAP | 38,117 |
| Homeless Programs | 47,677 |
| Temporary Municipal Funding | 247,754 |
| Julien Fund (AOD) | 575 |
| Angelias Fund (AOD) | 235 |
| Loan Programs | 36,291 |
| Private Funding for Alcohol and Other Drug Program | 50,000 |
| L. CHIP – Brown Co. House | 19,443 |
| Restricted Buildings | <u>112,813</u> |
| Total temporarily restricted net assets | <u>\$ 745,910</u> |

NOTE 12. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the year ended June 30, 2015 was \$132,725.

NOTE 14. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. The amount at June 30, 2015 was \$2,010 and is included in restricted cash.

NOTE 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 10, 2015, the date the financial statements were available to be issued.

Subsequent to year end, but before the date of this report, the Organization sold the Northern Forest Heritage Park. At that time, the associated line of credit was paid off in full. Also, subsequent to year end, the Organization discontinued the Restorative Justice Division.

Subsequent to year end, the Organization purchased two vehicles with long term debt. The long term debt of the two vehicles consisted of the following:

Note payable to a financing company requiring 72 monthly installments of \$312 including interest at 5.49% per annum. Secured by an Organization's vehicle. Final installment due August 2022. \$ 19,127

Note payable to a financing company requiring 72 monthly installments of \$1,664 including interest at 5.54% per annum. Secured by an Organization's vehicle. Final installment due July 2022. 19,157

38,284

Less current portion due within one year (4,828)

Total long term debt \$ 33,456

The future principle payments are included in **Note 6**.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015**

| Federal Grantor/Pass Through Grantor/Program Title | Pass-through Entity Identifying Number | Federal CFDA Number | Federal Expenditures |
|--|---|---------------------------|-------------------------|
| <u>U.S. Department of Health and Human Services</u> | | | |
| <i>Direct</i> | | | |
| Head Start | 01CH1041/48 | 93.600 | 2,261,736 |
| <i>Passed through New Hampshire Office of Energy and Planning</i> | | | |
| Low-Income Home Energy Assistance (Admin.) | 1033340 | 93.568 | 7,671 |
| Low-Income Home Energy Assistance (Assurance 18) | 1033340 | 93.568 | 34,456 |
| Low-Income Home Energy Assistance (Admin.) | G-15B1NHLIEA | 93.568 | 340,660 |
| Low-Income Home Energy Assistance (Program) | G-15B1NHLIEA | 93.568 | 5,145,190 |
| Low-Income Home Energy Assistance (Assurance 16) | G-15B1NHLIEA | 93.568 | 127,361 |
| Low-Income Home Energy Assistance (HRRP) | 1033553 | 93.568 | 28,315 |
| Low-Income Home Energy Assistance (HRRP) | G-14B1NHLIEA | 93.568 | 107,100 |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS) | 15AANH73SP | 93.044 | 10,806 |
| <i>Passed through New Hampshire Health and Human Services</i> | | | |
| Community Services Block Grant | 102-500731 | 93.568 | 121,031 |
| Community Services Block Grant | 102-500731 | 93.568 | 511,218 |
| Temporary Assistance for Needy Families (NHEP Workplace Success) | | 93.558 | 309,724 |
| Temporary Assistance for Needy Families (JARC) | 102-500731 | 93.568 | 24,300 |
| Preventative Health and Health Services Block Grant (Oral Health Program) | 90072003 | 93.991 | 11,286 |
| Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health) | 102-500731 | 93.043 | 3,150 |
| Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals) | 541-500383 | 93.045 | 78,084 |
| National Family Caregiver Support (Family Caregiver) | | 93.052 | 20,965 |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels) | 512-500352 | 93.044 | 48,356 |
| Medical Assistance Program (Options Counseling and I&R #7) | | 93.778 | 70,951 |
| Medical Assistance Program (Transportation) | | 93.778 | 44,623 |
| Nutrition Services Incentive Program (NSIP) | | 93.053 | 79,843 |
| Social Services Block Grant (Title XX I&R) | | 93.667 | 9,269 |
| Social Services Block Grant (HD Title III C2 units) | | 93.667 | 176,038 |
| Social Services Block Grant (HD Title IIB miles) | | 93.667 | 10,217 |
| Social Services Block Grant (Title XX HD miles) | | 93.667 | 4,513 |
| Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals) | 541-5000383 | 93.045 | 85,467 |
| Affordable Care Act - Aging and Disability Resource Center (Options Counseling) | | 93.517 | 26,702 |
| Centers for Medicare and Medicaid Services (SHIP) | | 93.779 | 12,707 |
| Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP) | | 93.048 | 12,257 |
| Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building) | | 93.048 | 6,706 |
| Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA) | | 93.071 | 2,405 |
| Centers for Medicare and Medicaid Services (Marketplace Assister Services) | | 93.525 | 34,357 |
| Centers for Medicare and Medicaid Services (Marketplace Assister Services) | | 93.525 | 11,947 |
| <i>Passed Through New Hampshire Coalition against Domestic and Sexual Violence</i> | | | |
| Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV) | | 93.671 | 26,446 |
| Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS) | | 93.671 | 22,884 |
| <i>Passed through New Hampshire Division of Public Health Services</i> | | | |
| Block Grants for Prevention and Treatment of Substance Abuse | | 93.959 | 267,651 |
| <i>Passed through New Hampshire Division of Child Support Services</i> | | | |
| Projects for Assistance in Transition from Homelessness (PATH) | | 93.150 | <u>81,767</u> |
| TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES: | | | <u>10,176,139</u> |
| <u>U.S. Department of Energy</u> | | | |
| <i>Passed through Governor's Office of Energy and Community Services</i> | | | |
| Weatherization Assistance for Low-Income Persons | EE006169 | 81.042 | 16,658 |
| Weatherization Assistance for Low-Income Persons | EE006169 | 81.042 | 186,742 |
| Weatherization Assistance for Low-Income Persons | EE006169 | 81.042 | <u>74,663</u> |
| TOTAL U.S. DEPARTMENT OF ENERGY: | | | <u>268,063</u> |
| <u>U.S. Corporation for National and Community Service</u> | | | |
| <i>Direct</i> | | | |
| Retired and Senior Volunteer Program | 13SRANH001 | 94.002 | <u>66,717</u> |
| TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE: | | | <u>66,717</u> |

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2015**

| Federal Grantor/Pass Through Grantor/Program Title | Pass-through Entity Identifying Number | Federal CFDA Number | Federal Expenditures |
|--|---|---------------------------|-------------------------|
| <u>U.S. Department of Agriculture</u> | | | |
| <i>Direct</i> | | | |
| Supplemental Nutrition Assistance Program (food stamps) | | 10.551 | 3,230 |
| Rural Housing | | 10.433 | 2,110 |
| <i>Passed Through New Hampshire Department of Education</i> | | | |
| Child and Adult Care Food Program | | 10.558 | 99,635 |
| TOTAL U.S. DEPARTMENT OF AGRICULTURE: | | | <u>104,975</u> |
| <u>U.S. Department of Homeland Security</u> | | | |
| <i>Direct</i> | | | |
| Emergency Management Performance Grants (FEMA) | 592200-001 | 97.042 | 8,392 |
| TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY: | | | <u>8,392</u> |
| <u>U.S. Department of Justice</u> | | | |
| <i>Passed through New Hampshire Coalition Against Domestic and Sexual Violence</i> | | | |
| Grants to Encourage Arrest Program (GTEAP) | 2014-WE-AX-003E | 16.590 | 2,173 |
| Crime Victim Assistance (VOCA) | | 16.575 | 71,084 |
| Sexual Assault Services Formula Program (SASP) | 2012-KF-AX-0021 | 16.017 | 8,384 |
| TOTAL U.S. DEPARTMENT OF JUSTICE: | | | <u>81,621</u> |
| <u>U.S. Department of Transportation</u> | | | |
| <i>Passed through New Hampshire Department of Transportation</i> | | | |
| Formula Grants for Rural Areas (Section 5311) | | 20.509 | 338,089 |
| Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC) | | 20.513 | 54,989 |
| Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC) | | 20.513 | 18,961 |
| TOTAL U.S. DEPARTMENT OF TRANSPORTATION: | | | <u>412,039</u> |
| <u>U.S. Department of Housing and Urban Development</u> | | | |
| <i>Passed through New Hampshire Office of Family Services</i> | | | |
| Emergency Solutions Grant Program | | 14.231 | 32,512 |
| Supportive Housing Program (HOIP) | | 14.235 | 127,553 |
| <i>Passed through the City of Berlin</i> | | | |
| Community Development Block Grant | | 14.228 | 20,482 |
| <i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i> | | | |
| Emergency Solutions Grant Program (Rapid Re-Housing and Prevention) | | 14.231 | 393 |
| TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: | | | <u>180,940</u> |
| <u>U.S. Department of Labor</u> | | | |
| <i>Passed through New Hampshire Department of Labor</i> | | | |
| WIA Adult Program | 2014-0004 | 17.258 | 64,099 |
| WIA Dislocated Worker Formula Grants | 2014-0004 | 17.278 | 63,080 |
| TOTAL U.S. DEPARTMENT OF LABOR: | | | <u>127,189</u> |
| TOTAL EXPENDITURES OF FEDERAL AWARDS | | | <u>\$ 11,446,075</u> |

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, 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, and have issued our report thereon dated December 10, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2015. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015**

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, Low Income Home Energy Assistance – CFDA #93.568
 - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
 - U.S. Department of Energy, Weatherization Assistance for Low-Income Persons – CFDA #81.042
 - U.S. Dept. of Health & Human Services, Block Grants for Prevention and Treatment of Substance Abuse – CFDA #93.959
 - U.S. Department of Transportation, Formula Grants for Rural Areas – CFDA #20.509
 - U.S. Dept. of Agriculture, Child and Adult Care Food Program – CFDA #10.558
8. The threshold for distinguishing Type A and B programs was \$343,382.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2014

Financial Statement Audit

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

Current Status: During our testing, we noted that there were proper policies and procedures in place for the recording, reporting and collection of all receivables. Corrected.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Prior Year Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

Current Status: Corrected.

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations. A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Prior Year Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

Current Status: Corrected.



COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

www.tccap.org

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilote

BOARD OF DIRECTORS FY2017

COÖS COUNTY

Board Chair
Sandy Alonzo



Secretary
Gary Coulombe



Treasurer
Cathy Conway



Andrew Lefebvre



CARROLL COUNTY

Anne Barber



Michael Dewar



Vice Chair
Dino Scala



Karolina Brzozowska



GRAFTON COUNTY

Linda Massimilla



Tricia Garrison



Serving Coös, Carroll & Grafton Counties



Robert Boschen, Jr., CMA, MBA

WORK EXPERIENCE

Tri-County Community Action Program

Berlin, New Hampshire

Chief Executive Officer

April 2016 – Present

- ☐ Responsible for the strategic and day to day operations for a \$20 million agency. 280+ employees

Chief Operating/Chief Financial Officer

March 2015 – April 2016

- ☐ Responsible for assisting with the strategic and day to day operations and fully responsible for the financial operations, information technology, human resources and facilities management.

Chief Financial Officer

June 2014 – March 2015

- ☐ Responsible for financial operations and facilities management..

Town of Falmouth

Falmouth, Maine

Director of Finance

August 2011 – May 2014

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165
Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

City of Waterville

Waterville, Maine

Director of Finance/Treasurer

October 2006 – August 2011

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006

Director of Finance for the Office of Medical Services (Medicaid)

Aug 2005 – Oct 2006

Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)

Nov 2003 – Jul 2005

- ☐ Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

M&H Logging and Construction Rangeley, Maine Controller September 2001 – November 2003

- ☐ Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise.

Franklin Community Health Network

Farmington, Maine

Controller

October 1997 – September 2001

- ☐ Reported directly to CFO for this rural health network that had about \$63 million in revenues.

Aetna, Inc. and Aetna Life and Casualty

September 1991- July 1997

Aetna, Inc. - Aetna/US Healthcare - Midwest Region

Chicago, Illinois

Director Planning and Budgeting

September 1996 - July 1997

- ☐ Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

Aetna Life & Casualty Company - Pharmacy - Finance Department Middletown, Connecticut

Director/CFO - Finance

February 1994 - September 1996

- ☐ Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- ☐ \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. Created 1996 to 1998 strategic plans.

Aetna Life & Casualty Company - Information Technology

Hartford, Connecticut

Expense Management Consultant & Account Representative

September 1991 - February 1994

United Technologies - Otis Elevator International/Hamilton Standard
Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.

Connecticut
February 1988 - September 1991

Kaiser Permanente, Accountant - Medical Group

Hartford, Connecticut, Dec 1986 - Feb. 1988

KMG Main Hurdman, Tax Specialist

Stamford, Connecticut, March 1986 - Dec 1986

PROFESSIONAL ORGANIZATIONS & EDUCATION

- Member of Institute of Management Accountants
- The University of Connecticut, Storrs, Connecticut
- The University of Connecticut, Storrs, Connecticut
- Passed the Certified Public Accountant Examination.
- Master of Business Administration
- Bachelor of Science in Business Administration - Finance

CORE STRENGTHS

Program development, management and administration ♦ Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management ♦ Budget performance and financial reporting
Innovative solutions & problem solving ♦ Capacity building
Professional presentations ♦ Public speaking
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.

Chief Operating Officer

Berlin, NH current FT employment

Responsible for operation of five program Divisions operating sixty-six individual consumer programs
In 48 service locations; oversee division resources, revenues, and expenditures and monitor budget
performance; general oversight of programs to meet or exceed agency defined strategic goals;
supervise program directors.

Tri-County Community Action Programs, Inc.

Division Director: TCCAP Prevention Services

Berlin, NH 2015- 2016

Responsible for three agency programs under the umbrella of TCCAP Prevention Services; oversee
division resources, revenues, and expenditures and monitor budget performance; general oversight of
programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to
support programs, monitor results, and prepare grant reports and financial statements for funders and
agency; develop fundraising and marketing strategies for programs; represent program through
participation in state and local initiatives relative to program/division goals and service delivery;
collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.

Program/Division Director: Support Center at Burch House

Littleton, New Hampshire 2007- 2015

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential
shelter; write grants to support programs, monitor results, and prepare grant reports and financial
statements for funders and parent agency; oversee program resources, revenues and expenditures, and
monitor budget performance and progress toward strategic goals; create and direct victim advocacy
programs to ensure compliance with grant deliverables and applicable state and federal law; develop
fundraising and marketing strategies; participate in state and local collaborations to enhance victim
services; represent program in state and federal victim service initiatives, including presentation of
legislative testimony; create and present trainings for medical and legal professionals on legal standards
and best practices for victim services.

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)

Bethlehem, NH current PT employment

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

JL Robillard * 2

Tri-County Community Action Programs, Inc.

Direct Services/Volunteer Coordinator: Support Center at Burch House

Littleton, New Hampshire 1997 to 2007

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program

Woodsville, New Hampshire 1999-2001

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter

Jefferson, New Hampshire 1996-1999

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

Executive Administrative Assistant: North Country United Way

Littleton, New Hampshire 1993-1996

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

Education

BS in Human Services, Springfield College School of Human Services, Boston, MA Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT**

Additional Skills, Professional

Leadership and Civic Affiliations

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - *current*
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
 - ◆ Avid outdoor enthusiast and angler

RANDALLS.PILOTTE

SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

| | | | |
|----------------------|----------------------|----------------------|---------------|
| Financial Statements | Accounts Payables | Inventory | Fixed Assets |
| Payroll | Bank Reconciliations | Accounts Receivables | Sales/Use Tax |

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

Fiscal Director/Interim CFO (2016 – Present)

Accounting Manager (2015 – 2016)

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accountant (2013-2014)

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

Auditor

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.

- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.

2

- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

SPECIAL PROJECTS

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

VOLUNTEERISM

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

Andrea E. M. Brochu

Skills

- Leader Leadership New Hampshire Class of 2015
- Leadership Exchange & Coaching Mentor Recipient –
Northeast Regional Child Advocacy Center,
Pennsylvania September 2011 – May 2013
- Grant Writer New Hampshire Grant Institute
- Forensic Interviewer National Children’s Alliance, Alabama February, 2011
- Team Facilitator Training Northeast Regional Child Advocacy Center, New
Hampshire, May 2012
- Board Member – Coos County Family Health Services, 2013
- Excellent verbal, written and technical communication skills.
- Computer literate and proficient with the Microsoft Office Suite (Excel, Word, Outlook,
Publisher, Power Point), Quickbooks, Adobe Acrobat, Constant Contact, Facebook,
Twitter and Survey Monkey.

WORK HISTORY

Division Director of Energy, Homeless & Community Contact Offices (EHCCO)

November 2013 – Present Tri-County Community Action Programs Berlin, New Hampshire

- Provide leadership and oversight to all EHCCO program’s operations, budgets and reporting; -
Coordinate and integrate programs’ activities.
- Hire, supervise and manage EHCCO staff, including in-house and itinerant employees.
- Prepare and submit grants and proposals.
- Develop, prepare and implement program budgets, narratives, outreach plans and work plans.
- Review and reconcile division financial reports for reimbursement.
- Interact with program monitors, outside auditors, Federal agency auditors and others in review
of program activities, compliance and financial accountability
- Develop new programs and funding streams as appropriate.
- Represent EHCCO and Tri-County CAP at local, state, regional and national meetings as
needed.

Executive Director

October 2010 – Present Child Advocacy Center of Coos County Lancaster, New Hampshire

- Provided leadership in developing program, organizational and financial plans with the Board of
Directors and other staff to advance the mission of the agency.
- Worked with the Board of Directors and recommended operational objectives that supported the
strategic plan and maintained a shared vision for the future of the agency.
- Hired, supervised and disciplined staff members and ensured personnel had appropriate training
and education.
- Maintained a working knowledge of emerging issues and significant developments in the fields
of child abuse investigations, team facilitation, and non-profit and agency administration.
- Developed and provided professional trainings for community agencies and members on issues
relating to child abuse and the role of the Child Advocacy Center.
- Served as a spokesperson for the agency and liaison to community groups and the media.
- Maintained official records and documents, and assured compliance with federal, state, and
local regulations.
- Managed and conducted ongoing program evaluation including outcome measurements.

- Identified grant opportunities, developed proposals, and produced required reports to funding sources.
- Developed relationships and maintained regular communications with funding sources.
- Maintained capital assets, planned for core budget self-sufficiency and monitored expenditures and income of the agency.
- Facilitated case coordination requests for forensic interviews and case review for any and all partner agencies service requests.
- Managed and oversaw agency's multidisciplinary team, compliance with training standards and implementation of best practice standards in a well organized, detail oriented, and confidential team environment for investigative purposes in conformance with New Hampshire Attorney General Policies and accreditation standards.
- Managed and coordinated community "wrap-around" services for child-victims and their caregivers.

Emergency Medical Technician – Basic Volunteer

2001 – 2007 Gorham Emergency Medical Services Gorham, New Hampshire

- Maintained current state and federal licensing status through continuing education and routine testing.
- Practiced patient care with the use of current protocols and best practice standards.

Education

-Master of Public Administration
Norwich University
Vermont June, 2011

-Bachelor of Science - Criminal Justice Administration
Granite State College
New Hampshire December, 2007

-Certificate of Paralegal Studies
College for Lifelong Learning
New Hampshire 2002

Awards & Recognition

- Squad Member of the Year Gorham Emergency Medical Services
New Hampshire June, 2004
- Faculty Selected Outstanding Learner in Criminal Justice Award
Granite State College New Hampshire September, 2005

Paul R. Robitaille

RELATED EMPLOYMENT: ServiceLink Resource Center Berlin NH

Program Manager August 2006 – current Responsible for overall site operations and management including performance measurement, management of subcontracts, public education, public awareness, community and provider relations program review and oversight hired trained and supervised staff managed fiscal operations developed directed and implemented public relations and communication strategies to support public awareness (Notary Public) CIRS-A SHIP/SMP certification University Powerful tools for caregiver Instructor certified Options counseling

ServiceLink Resource Center Berlin NH Information & Referral

Specialist November 2005-August 2006 assist with program operations. Provide first contact with consumers. Provide information and referrals maintain accurate client records and assists in production of data and management reports. Assist consumers with Medicare part-D enrollment. SHIP certified. AIRS certified

NFI NORTH INC. Davenport School Jefferson NH Relief Counselor

January 2005-December 2006 Provide support and guidance to teenagers in a court ordered placement group home and school. Maintain and write daily logs attend staff and client meetings discuss and advocate client's progress Provide an atmosphere of positive reinforced behavior

Tri-County Community Action Programs Berlin, NH WTW Employment

Counselor June 2003 - June 2004 Provide support, guidance and employment resources to long term TANF recipients, ex-offenders, non-custodial parents, dislocated workers and disadvantaged adults to become self-sufficient. Made referrals to other agencies and charitable organizations for client needs maintained a client load of 60 cases and kept accurate records. I worked with employers, non-profit organizations and educational institutions to remove client barriers to work and education.

North Country Worker Assistance Center Employment / Support

Counselor January 2002 - April 2003 Provided support, assistance, guidance, and available resources to dislocated workers focused specifically in an undeveloped economy. Negotiated educational contracts with local colleges and referred clients to mental health, alcohol and drug abuse programs.

EDUCATION: BS in Human Services Springfield College Dec. 2004

Certificate in Aging

Boston University Feb. 2011

Cheryl O'Malley

Profile

I am a friendly, solutions driven, dedicated individual with extensive experience as a senior level manager in a non-profit environment. I love to learn, and am always up to a challenge whatever the situation. I get along well with my peers, while also working efficiently on my own. I am seeking a position where I can develop and excel while giving my best to an employer.

Education

University of Rhode Island – Bachelor of Science in Psychology (2002) – Graduated Cum Laude

Work Experience

ServiceLink – Options Counselor – (Aug 2013 – Present)

- **Caregiver Program: Responsible for developing and maintaining caregiver budgets and building relationships to assist Caregivers to reduce their stress levels. Run monthly Family Support Group**
- **VIP Program: Assess and develop Veterans monthly budgets, maintain monthly contact to ensure veteran continues to do well with independent management of services**
- **Brookside Apartments Residential Coordinator: Assist residents who may be in crisis, liaison to Brookside management, assist to navigate issues related to lease violations, assist with paperwork and connecting with agencies that may provide benefits**
- **Medicare Counselor**

Morrison Nursing Home – Social Services Director – (Aug 2008 – May 2013)

- **Responsible for all aspects of admissions/discharges, point person/liason for family issues for 57 bed nursing home. Ensure resident/family satisfaction with care and environment, recognize and resolve concerns in a proactive manner. Provide stress management for employees and job performance counseling. Ensure compliance with state and federal regulations in regard to resident documentation.**

Brockton Area Multi Services – Assistant Director – (May 2001 – July 2008)

- **Personally accountable for managing 6 residential group homes. Develop, implement and manage policies and procedures. Ensure that all standards and licensing requirements are maintained. Maintain high level of excellence in quality of life enhancement initiatives. Manage all aspects of Human Resource issues related to hiring, evaluation, training and supervision. Work extremely well in high stress environment, performing multi-tasks and meeting goals on a daily basis. Highly organized and team oriented. Network with other specialized outside agencies to provide enhancements to the lives of individuals in residential facilities.**

Tri-State Multiservices – Recreational Therapist – (June 1995 – Oct 2002)

- **Worked with children and adolescents who displayed severe emotional and behavioral issues. Formulated and implemented behavioral treatment programs in the home. Responsible for creating a safe environment for individuals to expand their interpersonal skills within the community.**

Judge Rotenberg Educational Center – Court Liaison/Case Manager – (Jan 1992 – Sept 2000)

- **Contact point between court system and residential treatment program. Worked with and assisted psychologists with review of empirical data and coordinated the scheduling**

of witnesses and court dates. Assisted program's attorney with court preparation.
Prepared quarterly educational and behavioral reports for court and funding agencies.
Provided staff training and development and was the liaison between families and the agency.

Skills

Exceptional Communicator – Proficient in all aspects of Microsoft Office – Building and Maintaining Professional Relationships – Human Rights Coordinator Experience – Team Building, Coaching, Leadership – Community Outreach – Program Implementation and Management

Lisa M. Polissack

Objective

To attain a position as Options Counselor with Service Link.

Relevant Work Experience

COUNSELING/COORDINATION

- Performs Comprehensive Needs Assessments to determine appropriate referral.
- Provides Options Counseling to consumers/caregivers on Long Term Care.
- Provides site visits to select persons in homes, nursing homes, hospitals, etc.
- Assists consumers with applying for State Public Assistance programs
- Performs limited case management to consumers.

TEACHING

- Taught Psychology course for Continuing Education.
- Prepared lectures, facilitated class discussions, and established a grading system.
- Mentored new employees in Elderhostel's policies, procedures, and use of computer systems.
- Explained information about Medicare supplements, Home Health Care, and Long Term Care to adults 65 and above.

WRITTEN COMMUNICATIONS

- Completed data entry into Refer 7 and Options database.
- Completed daily progress notes, quarterly reports, and individual service plans in social service settings.
- Prepared Lecture notes for Psychology class.
- Used computer skills including MS Word, e-mail and the Internet.

Relevant Work History

| | | | |
|--|--------------------------------------|----------------|----------------|
| Long Term Support Counselor | Service Link Resource Center | Berlin, NH | 2006 – Current |
| Insurance Sales Representative | Bankers Life & Casualty | Concord, MA. | 2003-2004 |
| Customer Service Representative | Elderhostel, Inc | Lowell, MA. | 2000-2003 |
| Senior Counselor | F.C.P. Options Program | Pembroke, MA. | 1989-1992 |
| Instructor, C.E.D. | Assumption College | Worcester, MA. | 1988-1989 |
| Resident Director | Mount Ida College | Newton, MA. | 1987-1988 |
| Clinician | Herbert Lipton Community MH | Fitchburg, MA. | 1986-1987 |
| Mental Health Counselor | NE Fellowship for Rehab Alternatives | Worcester, MA. | 1983-1984 |

Education

| | | |
|-----------------------------------|--------------------|---------------|
| Masters in Counseling, Psychology | Assumption College | Worcester, MA |
| Bachelor of Arts, Psychology | Assumption College | Worcester, MA |



610 Sullivan St. Berlin NH 03570
 1-866-634-9412 / 603-752- 6407

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------|-----------------------|-----------|---------------------------|--------------------------------|
| Robert Boschen | CEO | \$135,000 | 0% | \$0 |
| Jeanne Robillard | COO | \$72,000 | 0% | \$0 |
| Randall Pilotte | Interim CFO | \$70,000 | 0% | \$0 |
| Andrea Brochu | EEO Division Director | \$58,000 | 0% | \$0 |
| Paul Robitaille | CSLRC Manager | \$38,272 | 100% | \$38,272 |
| Cheryl O'Malley | Options Counselor | \$29,120 | 100% | \$29,120 |
| Lisa Pollisack | Options Counselor | \$31,158 | 100% | \$31,158 |
| Open Position | Options Counselor | \$29,129 | 100% | \$29,129 |

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