



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

Jeffrey A. Meyers
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
 Associate Commissioner
 Medicaid Director

June 6, 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, Division of Community Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into amendments to existing Agreements with the vendors listed below to provide family support services for children and adolescents, with chronic health conditions, and their families, by increasing the price limitation by \$355,504.91, from \$928,085.91 to \$1,283,590.82, and by extending the completion date from June 30, 2016 to June 30, 2017, effective July 1, 2016, or the date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreements on June 19, 2013 (Items #127, 128, 129, 130 and 131), and amendments to these agreements on June 24, 2015 (Item #69). 100% Federal Funds.

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

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

<u>Vendor</u>	<u>Location</u>	<u>Current Amount</u>	<u>Increase / Decrease</u>	<u>Modified Amount</u>
Child & Family Services	Manchester	\$378,152.91	\$165,379.91	\$543,532.82
Central New Hampshire VNA & Hospice	Laconia	\$107,961.00	\$ 38,025.00	\$145,986.00
Families First of the Greater Seacoast	Portsmouth	\$107,961.00	\$ 38,025.00	\$145,986.00
Visiting Nurse Association of Manchester and Southern New Hampshire	Manchester	\$226,050.00	\$ 76,050.00	\$302,100.00
White Mountain Community Health Center	Conway	\$107,961.00	\$ 38,025.00	\$145,986.00
TOTAL		\$928,085.91	\$355,504.91	\$1,283,590.82

EXPLANATION

This request seeks to continue five agreements with non-profit contractors that provide family support services for children with chronic illnesses and their families who reside in specific Partners in Health regions. There are a total of twelve (12) regions across the State (Attachment I). These five contractors deliver services in eight (8) regions, serving approximately 625 children, with the remaining regions covered under separate agreements with four (4) Area Agency contractors and serving 265 children. The Area Agency contracts have been submitted under a separate item to the Governor and Executive Council for approval.

Each Partners in Health region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects, including: parent education, recreational and social activities, support groups, and respite. Together, they link families, communities and the State, and provide a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each contractor provides a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, provide flexible funding for such things as emergency food, medicine and transportation, enhance communication with schools and attend IEP meetings, and make special arrangements during hospitalizations and discharge.

Should Governor and Executive Council not approve this request, the chronically ill children served through these vendors will not receive the supportive services necessary to maintain their health at optimum levels. These services are consistent with the Department's requirements under RSA 132:2 and 132:13 to provide services to children with special health care needs that require health and related services of a type or amount beyond that required by children generally.

These agreements were competitively bid through a request for proposal published on the Department of Health and Human Services website from January 16, 2013 to January 25, 2013. A copy of the bidding results is attached. The request for proposal, original agreements and Governor and Executive Council requests included an option to renew and extend these agreements for a two-year period; this request represents the final extension year.

Area served: statewide.

Source of funds: 100% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD.

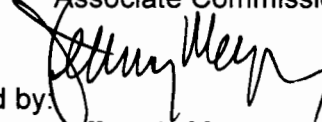
In the event that the Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 2nd Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 2") dated this 18th day of May, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child & Family Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") and an amendment (Amendment #1) approved by the Governor and Executive Council on June 19, 2013 (Item # 127) and on June 24, 2015 (Item #69) respectively, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2017.
- 2) Amend Form P-37, Block 1.8 to read \$543,532.82.
- 3) Delete Exhibit B Amendment #1 and replace with Exhibit B Amendment #2
- 4) Add Exhibit B-2 Budget



New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

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

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

State of New Hampshire
Department of Health and Human Services

6/6/16
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

Child & Family Services
[Signature]
Name: RODIA ALVAREZ DE TORO
Title: President & CEO

5/20/16
Date

Acknowledgement:
State of New Hampshire county of Hillsborough 5/20/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Marybeth D'Amico
Name and Title of Notary or Justice of the Peace



Contractor Initials: RA
Date: 5/20/16



New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/9/14

Name: Megan A. C. Pope
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: BA
Date: 5/20/16



Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2016 and June 30, 2017 shall not exceed:
 - 1.1. \$165,379.91 in SFY 2017 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 1, 2, 4, 12, and 13, the Berlin-Claremont-Concord-Lebanon-Littleton geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-2 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$161,772 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
 Family Support Services, Children & Adolescents
 with Chronic Health Conditions



Exhibit B-2 Budget

Bidder/Contractor Name: Child & Family Services

Budget Period: July 1, 2016 – June 30, 2017

Line Item: Berlin site location	Total
Family Support (Staff) Services	\$23,316.11
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$43,316.11

Line Item: Claremont/Lebanon site location	Total
Family Support (Staff) Services	\$24,232.81
Flex Funds (paid as spent)	\$20,000
TOTAL	\$44,232.81

Line Item: Concord site location	Total
Family Support (Staff) Services	\$18,021.00
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$38,021.00

Line Item: Littleton site location	Total
Family Support (Staff) Services	\$19,809.99
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$39,809.99

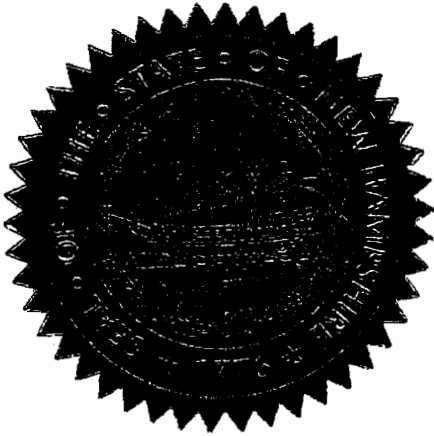
Contractor Initials: CAF
 Date: 5/12/16

State of New Hampshire

Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2nd day of May 2016



(Signature of the Elected Officer)

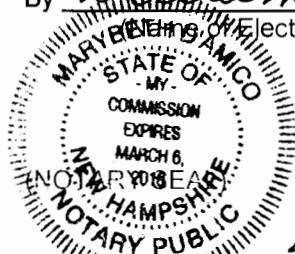
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of May, 2016.

By William Conrad
(Elected Officer of the Agency)

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



Commission Expires: 3/6/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2016

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

COVERAGES **CERTIFICATE NUMBER:** 15-16 All w/16-17WC & F/F **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1356559	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1356559	7/1/2015	7/1/2016	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 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 \$ 10,000			PHUB504723	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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	033571192 (3a.) NH All officers included	4/4/2016	4/4/2017	<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	Fidelity & Forgery			105912196	4/1/2016	4/1/2017	Limit \$200,000
A	Professional Liability			PHPK1356559	7/1/2015	7/1/2016	Aggregate: \$2,000,000

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

CERTIFICATE HOLDER (603) 271-4232 Eric.borrin@dhhs.state.nh. State of New Hampshire Department of Health and Human Services Contracts and Procurement Unit Brown Building 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Franggos/JSC
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Manchester Office Statewide Headquarters
464 Chestnut St., P.O. Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

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

Independent Auditors' Report

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

Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 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.

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 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 financial position of Child and Family Services of New Hampshire as of December 31, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Child and Family Services of New Hampshire's 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 31, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2016 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 23, 2016

Child and Family Services of New Hampshire
 Consolidated Statement of Financial Position
 December 31, 2015
 (with comparative totals as of December 31, 2014)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
Current Assets:					
Cash and cash equivalents	\$ 320,694	\$ 705,963	\$ -	\$ 1,026,657	\$ 890,520
Accounts receivable, net	662,144	-	-	662,144	640,899
Prepaid expenses	199,720	-	-	199,720	197,640
Total Current Assets	<u>1,182,558</u>	<u>705,963</u>	<u>-</u>	<u>1,888,521</u>	<u>1,729,059</u>
Investments	13,728,041	416,360	1,385,618	15,530,019	16,910,992
Beneficial interest held in trust	-	-	1,736,098	1,736,098	1,865,853
Property and equipment, net	5,435,957	1,089,118	-	6,525,075	6,374,837
TOTAL ASSETS	<u>\$ 20,346,556</u>	<u>\$ 2,211,441</u>	<u>\$ 3,121,716</u>	<u>\$ 25,679,713</u>	<u>\$ 26,880,741</u>
<u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 205,180	\$ -	\$ -	\$ 205,180	\$ 141,912
Accrued payroll and related expenses	556,453	-	-	556,453	472,297
Bonds payable	125,000	-	-	125,000	120,000
Total Current Liabilities	<u>886,633</u>	<u>-</u>	<u>-</u>	<u>886,633</u>	<u>734,209</u>
Bonds payable, net of current portion	4,480,005	-	-	4,480,005	4,725,005
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000
Interest rate swap agreements	1,306,823	-	-	1,306,823	1,326,080
TOTAL LIABILITIES	<u>7,923,461</u>	<u>-</u>	<u>-</u>	<u>7,923,461</u>	<u>8,035,294</u>
Net Assets:					
Donor restricted	-	2,211,441	3,121,716	5,333,157	5,175,422
Board designated	13,728,041	-	-	13,728,041	14,963,027
Unrestricted	<u>(1,304,946)</u>	<u>-</u>	<u>-</u>	<u>(1,304,946)</u>	<u>(1,293,002)</u>
Total Net Assets	<u>12,423,095</u>	<u>2,211,441</u>	<u>3,121,716</u>	<u>17,756,252</u>	<u>18,845,447</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 20,346,556</u>	<u>\$ 2,211,441</u>	<u>\$ 3,121,716</u>	<u>\$ 25,679,713</u>	<u>\$ 26,880,741</u>

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

Child and Family Services of New Hampshire

Consolidated Statement of Activities

For the Year Ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
Support and Revenue:					
Support:					
Contributions	\$ 614,026	\$ 1,118,467	\$ 31,705	\$ 1,764,198	\$ 1,371,354
Government grants	7,593,618	-	-	7,593,618	7,397,947
In-kind contributions	164,488	-	-	164,488	178,220
Income from special events, net	324,767	-	-	324,767	217,281
Revenue:					
Service fees	1,673,930	-	-	1,673,930	1,673,390
Other	5,969	-	-	5,969	5,143
Net assets released from restriction:					
Program releases	538,155	(538,155)	-	-	-
Capital campaign releases	146,835	(146,835)	-	-	-
Endowment releases	177,692	(177,692)	-	-	-
Endowment transfer to support operations	738,698	-	-	738,698	718,287
Total Support and Revenue	11,978,178	255,785	31,705	12,265,668	11,561,622
Operating Expenses:					
Program services	10,011,631	-	-	10,011,631	10,226,336
Management and general	1,205,401	-	-	1,205,401	1,133,868
Fundraising	421,819	-	-	421,819	352,913
Total Operating Expenses	11,638,851	-	-	11,638,851	11,713,117
Change in net assets before non-operating items	339,327	255,785	31,705	626,817	(151,495)
Non-Operating Items:					
Investment income (loss)	(866,823)	-	-	(866,823)	544,412
Gain on sale of assets	-	-	-	-	269,892
Unrealized gain (loss) on interest rate swap	19,257	-	-	19,257	(388,999)
Change in beneficial interest	-	-	(129,755)	(129,755)	(7,022)
Interest income	7	-	-	7	19
Endowment transfer to support operations	(738,698)	-	-	(738,698)	(718,287)
Total Non-Operating Items	(1,586,257)	-	(129,755)	(1,716,012)	(299,985)
Change in net assets	(1,246,930)	255,785	(98,050)	(1,089,195)	(451,480)
Net Assets, Beginning of Year	13,670,025	1,955,656	3,219,766	18,845,447	19,296,927
Net Assets, End of Year	\$ 12,423,095	\$ 2,211,441	\$ 3,121,716	\$ 17,756,252	\$ 18,845,447

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

Child and Family Services of New Hampshire

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2015

(with comparative totals for the year ended December 31, 2014)

	Program Services	Management and General	Fundraising	2015 Total	2014 Total
Personnel expense:					
Salaries and wages	\$ 5,423,669	\$ 727,522	\$ 282,567	\$ 6,433,758	\$ 6,624,576
Employee benefits	642,453	100,144	53,627	796,224	782,538
Payroll related costs	610,537	71,687	23,687	705,911	744,367
Mileage reimbursement	445,371	597	2,663	448,631	481,201
Contracted services	427,903	59,698	6,148	493,749	284,863
Subtotal personnel expense	<u>7,549,933</u>	<u>959,648</u>	<u>368,692</u>	<u>8,878,273</u>	<u>8,917,545</u>
Accounting	-	24,804	-	24,804	39,445
Assistance to individuals	829,936	-	-	829,936	676,459
Communications	142,579	3,635	7,023	153,237	176,094
Conferences, conventions, meetings	28,403	8,779	2,551	39,733	42,887
Depreciation	256,102	50,505	-	306,607	352,689
In kind contributions	160,386	4,102	-	164,488	178,220
Insurance	69,490	8,318	2,406	80,214	85,224
Interest	249,205	50,538	-	299,743	319,179
Legal	-	8,490	-	8,490	1,668
Membership dues	21,537	21,644	2,234	45,415	20,764
Miscellaneous	25,520	5,274	1,895	32,689	41,975
Occupancy	430,566	34,197	7,393	472,156	516,778
Printing and publications	37,675	3,707	26,126	67,508	58,858
Rental and equipment maintenance	84,142	13,913	1,508	99,563	146,904
Supplies	62,331	7,791	1,702	71,824	71,871
Travel	63,826	56	289	64,171	66,557
Total Functional Expenses	<u>\$ 10,011,631</u>	<u>\$ 1,205,401</u>	<u>\$ 421,819</u>	<u>\$ 11,638,851</u>	<u>\$ 11,713,117</u>

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

Child and Family Services of New Hampshire

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	<u>2015</u>	<u>2014</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (1,089,195)	\$ (451,480)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	306,607	352,689
Restricted contributions	(31,705)	(105,399)
Realized (gain) loss on investments	(528,934)	(51,820)
Unrealized (gain) loss on investments	1,575,633	642,325
Change in beneficial interest in trust	129,755	7,022
Change in interest rate swap	(19,257)	388,999
(Gain) loss on sale of asset	-	(269,892)
Changes in operating assets and liabilities:		
Accounts receivable	(21,245)	185,183
Prepaid expenses	(2,080)	(26,159)
Accounts payable	63,268	(64,335)
Accrued expenses	84,156	(150,591)
Other current liabilities	-	60,175
Net Cash Provided By Operating Activities	467,003	516,717
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(2,356,532)	(2,599,937)
Proceeds from sale of investments	2,690,806	2,077,128
Proceeds from sale of fixed assets	-	731,894
Purchase of fixed assets	(456,845)	(140,951)
Net Cash Provided By (Used By) Investing Activities	(122,571)	68,134
<u>Cash Flows From Financing Activities:</u>		
Restricted contributions	31,705	105,398
Cash advance on line of credit	-	5,850,785
Payment on line of credit	-	(5,850,785)
Payment of long term debt	(240,000)	(128,983)
Payment on annuity	-	(362)
Net Cash Used By Financing Activities	(208,295)	(23,947)
Net Change in Cash and Cash Equivalents	136,137	560,904
Cash and Cash Equivalents, Beginning	890,520	329,616
Cash and Cash Equivalents, Ending	\$ 1,026,657	\$ 890,520
SUPPLEMENTAL INFORMATION:		
Interest Paid	\$ 299,743	\$ 339,881

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

Child and Family Services of New Hampshire

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2015

1. Description of Organization

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

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

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

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

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

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

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

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

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

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

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

3. Runaway and Homeless Youth Services

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

4. Senior Care and Independent Living

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

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 94 year camp history, and exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

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

2. **Significant Accounting Policies**

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

Net Assets

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

Unrestricted Net Assets

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

Temporarily Restricted Net Assets

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

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

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

Permanently Restricted Net Assets

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

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

Principles of Consolidation

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

Cash Equivalents

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

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the

individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

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

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended December 31, 2015, management has taken into account a variety of factors.

Beneficial Interest

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

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization

reclassifies temporarily restricted net assets to unrestricted net assets at that time.

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

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

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

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

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

use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

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

Expense Recognition and Allocation

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

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

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

Use of Estimates

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

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as

an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

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

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Fair Value Measurements

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

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and

— inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

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

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

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5).
- Recurring measurement of beneficial interests in trusts (Note 6).
- Recurring measurement of bonds payable (Note 9).
- Recurring measurement of deferred loans (Note 10).

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$1,026,657 at December 31, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at December 31, 2015. The bank balance is categorized as follows:

Insured by FDIC	\$ 354,890
Uninsured and uncollateralized	<u>851,176</u>
Total Bank Balance	<u>\$ 1,206,066</u>

4. Accounts Receivable

Receivables consisted of the following at December 31:

	2015			2014		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 578,576	\$ (5,855)	\$ 572,721	\$ 539,091	\$ (4,727)	\$ 534,364
Fees for service	89,423	-	89,423	107,813	(1,428)	106,385
Travel advances	-	-	-	150	-	150
	<u>\$ 667,999</u>	<u>\$ (5,855)</u>	<u>\$ 662,144</u>	<u>\$ 647,054</u>	<u>\$ (6,155)</u>	<u>\$ 640,899</u>

5. Investments

Investments at fair value consist of mutual funds totaling \$15,530,019 at December 31, 2015.

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

For the years ended December 31, 2015 and 2014, expenses relating to investment revenues, including management fees, amounted to \$66,675 and \$91,915, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

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

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2015. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

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

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

6. Beneficial Interest Held in Trust

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

At December 31, 2015 and 2014, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$779,238 and \$833,116, respectively. The Organization received \$31,674 and \$24,247 from the funds in 2015 and 2014, respectively.

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2015</u>	<u>2014</u>
Greenleaf	100%	\$ 377,884	\$ 405,687
Spaulding	100%	324,270	351,865
Cogswell	50%	<u>254,706</u>	<u>275,185</u>
Total		\$ <u>956,860</u>	\$ <u>1,032,737</u>

In 2015 and 2014, income distributed by these trusts was \$15,926 and \$18,881, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2013	\$ 1,872,875
Change in value of beneficial interest	<u>(7,022)</u>
Balance at December 31, 2014	1,865,853
Change in value of beneficial interest	<u>(129,755)</u>
Balance at December 31, 2015	<u>\$ 1,736,098</u>

7. Property, Equipment and Depreciation

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

	<u>2015</u>	<u>2014</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	7,821,572	7,413,804
Furniture, fixtures and equipment	697,565	662,586
Vehicles	88,391	97,022
Software	<u>166,592</u>	<u>166,590</u>
Subtotal	9,889,069	9,454,951
Less: accumulated depreciation	<u>(3,363,994)</u>	<u>(3,080,114)</u>
Total	<u>\$ 6,525,075</u>	<u>\$ 6,374,837</u>

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2015, and was extended through June 30, 2016. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.5% at December 31, 2015), adjusted at each change in the index. At December 31, 2015, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange,

the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2015 and 2014 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2015 and 2014, the Organization recorded the swap liability position of \$1,306,823 and \$1,326,080, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2015, the Organization was in compliance with these covenants.

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

<u>Year</u>	<u>Amount</u>
2016	\$ 125,000
2017	135,000
2018	140,000
2019	140,000
2020	150,000
Thereafter	<u>3,915,005</u>
	<u>\$ 4,605,005</u>

10. Deferred Loans - NHHFA

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

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

11. Endowment Funds:

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

Board-designated Investments

As of December 31, 2015, the Board of Trustees had designated \$13,728,041 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

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

Investment Policy

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

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

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

Spending Policy

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

The net asset composition of endowment investments as of December 31, 2015 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 416,360	\$ 1,385,618	\$ 1,801,978
Board-designated endowment funds	13,728,041	-	-	13,728,041
Total funds	<u>\$ 13,728,041</u>	<u>\$ 416,360</u>	<u>\$ 1,385,618</u>	<u>\$ 15,530,019</u>

Changes in endowment net assets as of December 31, 2015 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 14,963,027	\$ 594,052	\$ 1,353,913	\$ 16,910,992
Contributions	370,535	-	31,705	402,240
Investment income	(866,823)	-	-	(866,823)
Net assets released from restriction	<u>(738,698)</u>	<u>(177,692)</u>	<u>-</u>	<u>(916,390)</u>
Endowment net assets, end of year	<u>\$ 13,728,041</u>	<u>\$ 416,360</u>	<u>\$ 1,385,618</u>	<u>\$ 15,530,019</u>

12. Temporarily Restricted Net Assets

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

	<u>2015</u>	<u>2014</u>
Program restrictions:		
Camp	\$ 59,009	\$ 48,702
Child abuse prevention	251,015	96,079
Early Intervention	52,130	-
Family counseling	33,951	19,594
Homecare	96,304	61,299
Teen and youth	204,344	148,587
Training	9,210	-
Subtotal	<u>705,963</u>	<u>374,261</u>
Capital campaign restrictions:		
Camp Pavillion	273,929	282,178
Camp Spaulding	348,776	398,552
Renovated teen center	248,611	-
Teen center	-	82,005
Union Street	<u>217,802</u>	<u>224,608</u>
Subtotal	1,089,118	987,343
Cumulative appreciation on permanently restricted net assets	<u>416,360</u>	<u>594,052</u>
Total	<u>\$ 2,211,441</u>	<u>\$ 1,955,656</u>

13. Net Assets Released from Restriction

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

14. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2015 and 2014, respectively.

15. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$150,685 and \$120,966 for the years ended December 31, 2015 and 2014, respectively.

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

<u>Year</u>	<u>Amount</u>
2016	\$ 82,707
2017	16,217
2018	<u>3,621</u>
Total	<u>\$ 102,545</u>

16. Concentrations of Risk

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

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

17. Subsequent Events

Subsequent events have been evaluated through March 23, 2016, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses

For the Year Ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homework	Residential	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2015 Total	2014 Total
Salaries	\$ 396,721	\$ 735,345	\$ 1,418,701	\$ 1,042,217	\$ 262,444	\$ 1,422,861	\$ -	\$ 72,157	\$ 76,305	\$ 6,918	\$ 5,423,669	\$ 727,522	\$ 282,567	\$ 6,433,758	\$ 6,624,576
Employee benefits	37,912	110,505	189,395	188,418	51,428	62,104	-	15,890	5,933	888	642,453	100,144	53,627	786,224	782,538
Payroll related costs	42,020	80,081	156,201	130,975	27,403	160,253	-	6,557	6,298	749	610,537	71,687	23,687	705,911	744,367
Mileage reimbursements	10,057	36,837	257,134	63,013	19,450	55,963	-	2,539	312	66	445,371	597	2,663	448,631	481,201
Contracted services	4,336	37,265	17,587	121,504	43,270	12,648	-	5,713	1,387	184,193	427,903	59,698	6,148	493,749	284,863
Assistance to individuals	27,127	192,657	458,201	118,953	3,503	12,709	-	9,310	-	7,476	829,936	-	-	829,936	676,459
Communications	10,143	38,432	39,237	26,866	5,118	16,101	-	3,753	1,447	1,462	142,579	3,635	7,023	153,237	176,094
Conferences, conventions, meetings	3,511	3,535	2,752	12,237	2,770	345	-	812	2,438	3	28,403	8,779	2,551	39,733	42,887
Depreciation	31,348	47,111	74,888	69,663	10,449	12,191	-	5,225	1,742	3,485	256,102	50,505	-	306,607	352,689
In kind contributions	18	69,606	83,688	5,930	-	-	-	-	-	1,144	160,388	4,102	-	164,488	178,220
Insurance	5,272	10,857	19,172	20,032	3,133	9,300	-	668	595	461	69,490	8,318	2,406	80,214	85,224
Interest	31,368	40,082	74,936	69,708	10,456	12,199	-	5,228	1,743	3,485	249,205	50,538	-	299,743	319,179
Membership dues	1,040	1,379	8,140	8,140	234	6,797	-	56	1,245	29	21,537	21,644	2,234	45,415	20,764
Miscellaneous	2,652	6,661	5,542	3,428	946	5,648	-	20	175	448	25,520	5,274	1,895	32,689	41,975
Occupancy	38,887	134,844	102,549	69,558	7,444	28,899	-	2,584	2,927	42,874	430,566	34,197	7,393	472,156	516,778
Printing and publications	706	3,061	10,652	14,779	1,474	5,437	-	80	1,239	247	37,675	3,707	26,126	67,508	58,858
Professional fees	-	-	-	-	-	-	-	-	-	-	-	33,294	-	33,294	41,113
Rental and equipment maintenance	9,114	19,421	23,313	20,676	3,257	4,965	-	1,450	568	1,178	84,142	13,913	1,508	99,563	146,904
Supplies	3,850	27,058	10,581	7,489	1,358	11,127	-	494	317	57	62,331	7,791	1,702	71,824	71,871
Travel	1,406	31,456	13,972	9,242	1,654	4,941	-	83	248	824	63,826	56	289	64,171	66,557
Current year totals	\$ 647,488	\$ 1,626,193	\$ 2,941,118	\$ 2,003,028	\$ 455,791	\$ 1,844,488	\$ -	\$ 132,619	\$ 104,919	\$ 255,987	\$ 10,011,631	\$ 1,205,401	\$ 421,819	\$ 11,638,851	\$ 11,713,117
Prior year totals	\$ 783,780	\$ 1,657,020	\$ 3,102,044	\$ 2,280,351	\$ 425,562	\$ 1,850,864	\$ 55,440	\$ 144,623	\$ 107,983	\$ 232,458	\$ 10,226,336	\$ 1,133,868	\$ 352,913	\$ 11,713,117	\$ 11,713,117

See Independent Auditors' Report.

Board of Trustees 2015

Borja Alvarez de Toledo
President/CEO

Lauren Adams

Suzanne Boulter, MD

Elaine Brody
2nd Vice Chair

Bill Conrad
Chair

Maria Devlin

Tiffany Diamond

Gail Garceau
1st Chair

Lou Kaucic

Brad Kuster

Peggy Lambert
Secretary

Kirk Leoni
Treasurer

Marilyn Mahoney

Willard "Bud" Martin

Mona Movafaghi

Ken Sheldon
Assistant Treasurer

Lisa Thorne

Rachel D. Verville

Borja Alvarez de Toledo, M.Ed.

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300
alvarezdetoledob@cfsnh.org

Professional Profile

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

Professional Experience

Child and Family Services of New Hampshire

Manchester, NH

December 2013- Present

~ President and CEO

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

Riverside Community Care

Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.

Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation

Madrid, Spain

1992 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

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

SKILLS SUMMARY

~Project Management

~Project Evaluation

~Data to Manage

~Non-Profit Operations

~Budget Development

~Local/Federal Grant Writing

~Strategic Planning

~Staff Recruitment

~Staff supervision

PROFESSIONAL EXPERIENCE

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

Senior Vice President, Chief Operating Officer

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

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

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

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

Executive Director

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

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

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

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

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

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

State Director

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

ADDITIONAL PROFESSIONAL EXPERIENCE

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

Director of Operations and Program Development/Clinical Social Worker

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

Adjunct Faculty, Communications Department Grant Writing Skills

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

EDUCATION

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

ANTHONY F. CHEEK, JR.

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

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

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

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

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

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

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

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

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

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

Assistant Controller (2/96-3/98)

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

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA
Controller/General Manager

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

EDUCATION:
1986

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

COMPUTER SKILLS:

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Child and Family Services of NH

Name of Program/Service: Family Support Services for Children and Adolescents with Chronic Health Conditions

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract (Excludes Medicaid)
Borja Alvarez de Toledo, CEO	\$157,518	0.00%	\$0.00
Tony Cheek, CFO	\$100,339	0.00%	\$0.00
Maria Gagnon, COO	\$102,586	0.00%	\$0.00
Melissa Hugener, Program Manager	\$57,949	5.00%	\$2,897.45
	\$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.



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-5034 1-800-852-3345 Ext. 5034
 FAX: 603-271-5166 TDD Access: 1-800-735-2964

Kathleen A. Dunn
Associate Commissioner

May 26, 2015

6/24/15 #69

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, Division of Community Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into amendments to existing Agreements with the vendors listed below to provide family support services for children and adolescents with chronic health conditions and their families, by increasing the price limitation by \$317,483.91, from \$610,602.00 to \$928,085.91, and by extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016. Governor and Executive Council approved the original agreements on June 19, 2013 (Items #127, 128, 129, 130 and 131). 100% Federal Funds.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

<u>Vendor</u>	<u>Location</u>	<u>Current Amount</u>	<u>Increase / Decrease</u>	<u>Modified Amount</u>
Child & Family Services	Manchester	\$250,794.00	\$127,358.91	\$378,152.91
Central New Hampshire VNA & Hospice	Laconia	\$ 69,936.00	\$ 38,025.00	\$107,961.00
White Mountain Community Health Center	Conway	\$ 69,936.00	\$ 38,025.00	\$107,961.00
Visiting Nurse Association of Manchester and Southern New Hampshire	Manchester	\$150,000.00	\$ 76,050.00	\$226,050.00
Families First of the Greater Seacoast	Portsmouth	\$ 69,936.00	\$ 38,025.00	\$107,961.00
TOTAL		\$610,602.00	\$317,483.91	\$928,085.91

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget.

EXPLANATION

This request seeks to continue five agreements with non-profit contractors that provide family support services for children with chronic illnesses and their families who reside in specific Partners in Health regions. There are a total of twelve (12) regions across the State (Attachment I). These five contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
Page 2

contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining regions covered under separate agreements with four (4) Area Agency contractors. The Area Agency contracts have similarly been requested for extension under a separate item submitted to the Governor and Executive Council

Each Partners in Health region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects, including: parent education, recreational and social activities, support groups, and respite. Together, they link families, communities and the State, and provide a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each contractor provides a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, provide flexible funding for such things as emergency food, medicine and transportation, enhance communication with schools and attend IEP meetings, and make special arrangements during hospitalizations and discharge.

Should Governor and Executive Council not approve this Request, the chronically ill children served through these vendors will not receive the supportive services necessary to maintain their health at optimum levels, and their parents will struggle to coordinate the complex health needs their children face. Impacted children may experience increased rates of hospitalization, and parents may struggle to maintain employment as a result.


These agreements were competitively bid through a request for proposal published on the Department of Health and Human Services website from January 16, 2013 to January 25, 2013. A copy of the bidding results is attached. The request for proposal, original agreements and Governor and Executive Council requests included an option to renew and extend these agreements for a two-year period. The Department has a number of health service delivery shifts underway at this time, which are likely to affect the children served by these agreements in the coming year, and is seeking only a one year extension while retaining the final year right to renew and extend the agreements. The vendors are working collaboratively with the Department and agree with this approach.

Area served: statewide.


Source of funds: 100% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR75

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

Respectfully submitted,


Lorene Reagan, MS, RN
Bureau Chief

Approved by:


Nicholas A. Toumpas
Commissioner

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 1st Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child & Family Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 127), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$378,152.91
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Delete Exhibit B and replace with Exhibit B Amendment #1
- 7) Add Exhibit B-1 Budget
- 8) Delete Exhibit C and replace with Exhibit C Amendment #1
- 9) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 10) Delete Exhibit G and replace with Exhibit G Amendment #1
- 11) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

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

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

State of New Hampshire
Department of Health and Human Services

5/29/15
Date

Diane Langley
Diane Langley
Director

4/15/15
Date

Child & Family Services
Sofia Alvarez de Toledo
Name: Sofia Alvarez de Toledo
Title: President/CEO

Acknowledgement:
State of New Hampshire County of Hillsborough on 4/15/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Marybeth D'Amico
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/4/15
Date

[Signature]
Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this Agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions

- 1.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 1.2. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 1.3. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 1.4. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 1.5. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 1.6. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 1.6.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 1.6.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 1.6.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 1.7. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.8. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may



Exhibit A – Amendment 1

be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required Activities of the Family Support Services/Partners in Health Program

- 2.1. Required Family Support Services/Partners in Health program activities shall include, but not be limited to, the following:
 - 2.1.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.1.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.1.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.1.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.1.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.1.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.1.7. Provide effective and evidence based family support practices, including but not limited to:
 - 2.1.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 2.1.7.2. Integrate family support services with other agency services in region;
 - 2.1.7.3. Incorporate the family support program within the agency's administrative structure;
 - 2.1.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 2.1.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A – Amendment 1

- 2.1.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 2.1.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.1.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 2.1.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.1.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.1.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.1.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.1.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.1.14. Complete year-end summary of fiscal activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2016 shall not exceed:
 - 1.1. \$127,358.91 in SFY 2016 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 1, 2, 12, and 13, the Berlin-Claremont-Lebanon-Littleton geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-1 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$121,329.00 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**New Hampshire Department of Health and Human Services
 Family Support Services, Children & Adolescents
 with Chronic Health Conditions**



Exhibit B-1 Budget

Bidder/Contractor Name: Child & Family Services

Budget Period: July 1, 2015 – June 30, 2016

Line Item: Berlin site location	Total
Family Support (Staff) Services	\$23,316.11
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$43,316.11

Line Item: Claremont/Lebanon site location	Total
Family Support (Staff) Services	\$24,232.81
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$44,232.81

Line Item: Littleton site location	Total
Family Support (Staff) Services	\$19,809.99
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$39,809.99



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.

[Handwritten Signature]
Date 6/15/15

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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 Division 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.
4. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration,

New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1



transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.”

“22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor’s normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, “Contractor” includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions.”

PLS

6/15/15



**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- Amendment #1

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

Contractor Initials

JS

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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.

4/15/15
Date

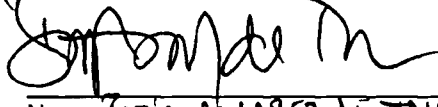
Contractor Name: Child and Family Services of NH

Name: Soja ALVAREZ DE TOLEDO
Title: President / CEO

Exhibit G- Amendment #1

Contractor Initials SA

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

Date 4/15/15



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 Amendment #1

- 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 Amendment #1

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 Amendment #1

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 Amendment #1

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 Amendment #1

- 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.

<p>_____ The State</p> <p><u>Marilee Nihan</u> Signature of Authorized Representative</p> <p><u>Marilee Nihan</u> Name of Authorized Representative</p> <p><u>Deputy Commissioner</u> Title of Authorized Representative</p> <p><u>6/15⁰⁸/15</u> Date</p>	<p><u>Child and Family Services of NH</u> Name of the Contractor</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>SOBIA ALJAREZ DE TOLEDO</u> Name of Authorized Representative</p> <p><u>PRESIDENT/CEO</u> Title of Authorized Representative</p> <p><u>4/15/15</u> Date</p>
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Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$250,794.00 with Child and Family Services, 464 Chestnut Street, P. O. Box 448, Manchester, NH 03105 (Vendor Code 177166-B002), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust the amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-93-930010-7858 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SOCIAL SERVICES BLOCK GRANT DD

Class/Account	Description	FY 2014 Amount	FY 2015 Amount	Total
102-500731	Contracts for Program Services	\$125,397.00	\$125,397.00	\$250,794.00

EXPLANATION

100% Federal

This Request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health—Regions 1-Berlin, 2-Clairemont, 12-Lebanon and 13-Littleton (a list of cities and town that make up the region is attached). There are a total of twelve (12) PIH Regions that together provide service statewide. Each Region maintains family councils made up of parents who have children with chronic illnesses. Each site maintains family councils made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects—parent education, recreational and social activities, support groups and respite. Together, they link families, communities and the State, providing a

127 Best

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

May 28, 2013

Page 2

collective voice for families who know the issues of raising children with chronic health conditions. In addition, each Partners In Health site provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 160-230 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 22, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, Child and Family Services was selected to provide services to children and families residing in Regions 1, 2, 12 and 13. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 160-230 children and their families will not have access to support for community integration, financial assistant, or case management related to their child's chronic health condition.

This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

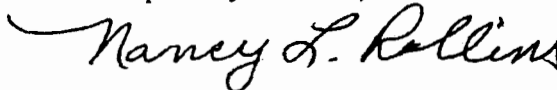
The total agreement price for SFY 2014 is not to exceed \$125,397.00 and for SFY 2015 is also not to exceed \$125,397.00.

Area served: Partners In Health Regions 1, 2, 12 and 13. A list of cities and towns to be served is attached.

Source of funds: 100% Federal funds from the Social Services Block Grant.

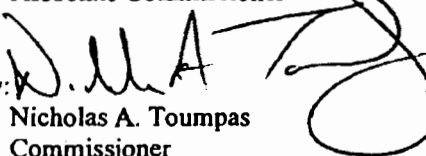
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00

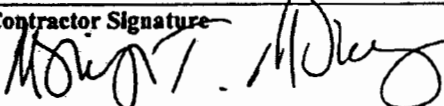
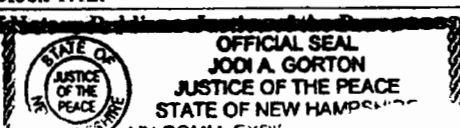
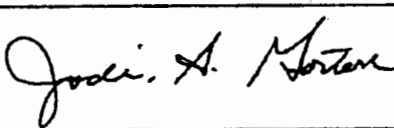
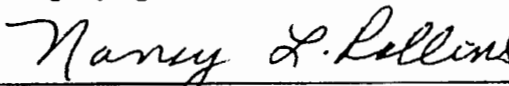
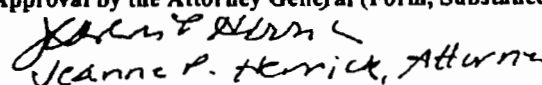
Subject: Family Support Serv., Children & Adolescents with Chronic Health Conditions, Berlin, Lebanon, Littleton Sites

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 Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services		1.4 Contractor Address 464 Chestnut Street P O Box 448 Manchester, NH 03105	
1.5 Contractor Phone Number 603-524-8444	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$250,794.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marilyn Mahoney, Chair, Board of Trustees	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>4-3-13</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 [Seal]		 	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

WITHOUT SEAL

CERTIFICATE OF VOTE

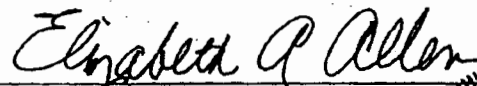
I, Michael R. Ostrowski, of Child and Family Services of NH, do hereby certify that:

1. I am the duly elected Assistant Secretary of Child and Family Services of NH;
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 March 26, 2013:
RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.
RESOLVED: That the Chair, Board of Trustees 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. Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 3, 2013.
4. Marilyn Mahoney is the elected Chair, Board of Trustees of the Corporation.


Michael R. Ostrowski, Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of April, 2013 by Michael R. Ostrowski


Notary Public/Justice of the Peace
My Commission Expires:



NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015.

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Child and Family Services

ADDRESS: 464 Chestnut Street

P O Box 448

Manchester, NH 03105

TELEPHONE: 603-518-4000

FAX: 603-352-1637

EMAIL: cobbj@cfsnh.org

EXECUTIVE DIRECTOR: Michael R. Ostrowski, President/CEO

The Family Support Services/Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health site for Regions 1, 2, 12 and 13 as defined in He-M523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.

- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations; and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.
 - 5 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 7 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.

- 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
- 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.
- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$ 250,794.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor shall have the authority to adjust line items within the Budget by plus or minus 15% without prior approval by the Special Medical Services Section. Adjustments exceeding 15% shall require the written prior approval of the Special Medical Services Section. In no event shall total expenditures exceed the total budgeted amount. The Contractor shall make no adjustments as to incur additional expenses in subsequent years.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$121,329.00 for each fiscal year covered under this contract for the Berlin and Lebanon sites.

Contractor Initials: MTM

Date: 4/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Debarment, Suspension or Other Responsibility Matters**

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D and E, Section 76, regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2009 and terminate on June 30, 2011, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.
6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable."



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 2nd Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 2") dated this 18th day of May, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Central New Hampshire VNA & Hospice (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 780 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") and an amendment (Amendment #1) approved by the Governor and Executive Council on June 19, 2013 (Item # 128) and on June 24, 2015 (Item #69) respectively, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2017.
- 2) Amend Form P-37, Block 1.8 to read \$145,986.
- 3) Delete Exhibit B Amendment #1 and replace it with Exhibit B Amendment #2.
- 4) Add Exhibit B-2 Budget.

Contractor Initials: 
Date: 5/25/16



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

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

State of New Hampshire
Department of Health and Human Services

6/6/16
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

Central New Hampshire VNA & Hospice
Susan John
Name: Susan John
Title: Vice President

5/25/16
Date

Acknowledgement:

State of New Hampshire County of Belknap on May 25, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elizabeth C. Long
Name and Title of Notary or Justice of the Peace



Contractor Initials: SLJ
Date: 5/25/16

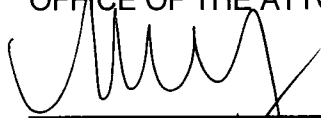


New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/9/14


Name: William A. Yee
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____


Contractor Initials: 
Date: 5/25/16



Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2016 and June 30, 2017 shall not exceed:
 - 1.1. \$38,025 in SFY 2017 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 3, the Central-Lakes Region geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-2 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$40,443 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-2 Budget

Bidder/Contractor Name: Central New Hampshire VNA & Hospice

Budget Period: July 1, 2016 – June 30, 2017

Line Item	Total
Family Support (Staff) Services	\$18,025
Flex Funds (paid as spent)	\$20,000
TOTAL	\$38,025

Contractor Initials: *SDG*
Date: 5/25/16

State of New Hampshire Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Fredda Osman, do hereby certify that:

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

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

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of May, 2016.

- 4. Susan John is the duly elected Vice President of the Agency.

Fredda Osman


STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 25th day of May, 2016 by

Fredda Osman

Elizabeth C. Long

Notary Public

Commission Expires: 



CERTIFICATE OF LIABILITY INSURANCE

CENTR01

OP ID: V2

DATE (MM/DD/YYYY)
05/31/2016

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

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

PRODUCER Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246 Ted Fodero	CONTACT NAME: Ted Fodero PHONE (A/C, No, Ext): 603-476-8000 E-MAIL ADDRESS: tfodero@melcher-prescott.com	FAX (A/C, No): 603-476-5785
	INSURER(S) AFFORDING COVERAGE	
INSURED Central NH VNA & Hospice David Emberley 780 North Main Street Laconia, NH 03246	INSURER A: Cincinnati Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hospice Professio GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			HDP0000409	10/15/2013	10/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			HDP0000409	10/15/2013	10/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

NHDCON3 NH DHHS 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Client#: 959319

CENTRNEW3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2016

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...

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.

PRODUCER: USI Insurance Svcs LLC, CL
3 Executive Park Drive, Suite 300
Bedford, NH 03110-0406
855 874-0123
CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: INSURER A: Technology Insurance Company, I NAIC #: 42376

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

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

This certificate covers all operations usual & customary to insureds business as a Home Healthcare & Hospice provider. This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

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

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Mission Statement

*Promoting dignity, independence and well-being
through the delivery of quality home health, hospice
and community-based care services.*

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report

Board of Directors
Central New Hampshire VNA & Hospice
Laconia, New Hampshire

We have audited the accompanying financial statements of Central New Hampshire VNA & Hospice, which comprise the balance sheets as of March 31, 2015 and 2014, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Central New Hampshire VNA & Hospice as of March 31, 2015 and 2014, the results of its operations, changes in net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read 'A. Duff'.

Concord, New Hampshire
June 24, 2015

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

BALANCE SHEETS

MARCH 31, 2015 AND 2014

ASSETS

	2015	2014
Current Assets:		
Cash and cash equivalents	\$ 1,379,206	\$ 1,398,179
Investments	1,150,375	1,097,953
Patient accounts receivable, less an allowance for uncollectible accounts of \$85,000 at March 31, 2015 and 2014	957,760	956,353
Other receivables	104,388	127,221
Other current assets	169,714	131,402
Total Current Assets	3,761,443	3,711,108
Assets limited as to use	6,172,050	5,487,278
Beneficial interest in perpetual trusts	140,737	137,994
Property and equipment, net	605,955	595,604
TOTAL ASSETS	<u>\$ 10,680,185</u>	<u>\$ 9,931,984</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable and accrued expenses	\$ 128,735	\$ 132,667
Accrued payroll and related expenses	530,940	532,836
Deferred revenue	370,800	389,883
Total Current Liabilities	1,030,475	1,055,386
Net Assets:		
Unrestricted	9,484,235	8,709,068
Temporarily restricted	24,738	29,536
Permanently restricted	140,737	137,994
Total Net Assets	9,649,710	8,876,598
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,680,185</u>	<u>\$ 9,931,984</u>

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED MARCH 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Operating Revenue:		
Patient service revenue	\$ 7,213,475	\$ 7,530,614
Provision for bad debt	(23,433)	(10,001)
Net patient service revenue	<u>7,190,042</u>	<u>7,520,613</u>
Other operating revenue	405,201	546,864
Net assets released from restrictions for operations	<u>5,783</u>	<u>1,260</u>
Total Operating Revenue	<u>7,601,026</u>	<u>8,068,737</u>
Operating Expenses:		
Salaries and benefits	6,056,115	6,311,292
Other operating expenses	1,505,084	1,626,920
Depreciation	<u>91,903</u>	<u>136,814</u>
Total Operating Expenses	<u>7,653,102</u>	<u>8,075,026</u>
OPERATING LOSS	<u>(52,076)</u>	<u>(6,289)</u>
Nonoperating Gains:		
Contributions and fundraising, net	474,036	361,751
Investment income	134,524	111,345
Change in fair value of investments	<u>218,683</u>	<u>587,499</u>
Total Nonoperating Gains	<u>827,243</u>	<u>1,060,595</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ 775,167</u>	<u>\$ 1,054,306</u>

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
 STATEMENTS OF CHANGES IN NET ASSETS
 FOR THE YEARS ENDED MARCH 31, 2015 AND 2014

	2015	2014
Unrestricted Net Assets:		
Excess of revenue over expenses	\$ 775,167	\$ 1,054,306
Temporarily Restricted Net Assets:		
Contributions	985	3,826
Net assets released from restriction for health care services	(5,783)	(1,260)
Change in Temporarily Restricted Net Assets	(4,798)	2,566
Permanently Restricted Net Assets:		
Change in market value in beneficial interest in perpetual trusts held by others	2,743	8,989
Change in Net Assets	773,112	1,065,861
Net Assets, Beginning of Year	8,876,598	7,810,737
NET ASSETS, END OF YEAR	\$ 9,649,710	\$ 8,876,598

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MARCH 31, 2015 AND 2014

	2015	2014
Cash Flows From Operating Activities:		
Change in net assets	\$ 773,112	\$ 1,065,861
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	91,903	136,814
Bad debt expense	23,433	10,001
Recognized change in fair value of investments	(218,683)	(587,499)
Restricted contributions	(985)	(3,826)
Change in beneficial interest in perpetual trusts	(2,743)	(8,989)
(Increase) decrease in the following assets:		
Patient accounts receivable	(24,840)	(38,651)
Other receivables	22,833	553,704
Other current assets	(38,312)	10,616
Increase (decrease) in the following liabilities:		
Accounts payable	(3,932)	1,958
Accrued payroll and related expenses	(1,896)	26,647
Deferred revenue	(19,083)	(333,215)
Net Cash Provided By Operating Activities	600,807	833,421
Cash Flows From Investing Activities:		
Purchase of investments	(558,987)	(769,579)
Proceeds from investments	40,476	66,663
Capital expenditures, net	(102,254)	(109,374)
Net Cash Used By Investing Activities	(620,765)	(812,290)
Cash Flows From Financing Activities:		
Restricted contributions	985	3,826
Net (Decrease) Increase in Cash and Cash Equivalents	(18,973)	24,957
Cash and Cash Equivalents, Beginning of Year	1,398,179	1,373,222
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,379,206	\$ 1,398,179

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

NOTES TO FINANCIAL STATEMENTS

MARCH 31, 2015 AND 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

The Association is a public charity under Section 501(c) (3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with their tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax position and concluded that there is no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Association is no longer subject to income tax examinations 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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

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

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

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Association analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Association has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at March 31, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 85,000	\$ 85,000
Provision	23,433	10,001
Write-offs	<u>(23,433)</u>	<u>(10,001)</u>
Balance, end of year	<u>\$ 85,000</u>	<u>\$ 85,000</u>

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets Limited As To Use

Assets limited as to use include board-designated assets for future needs and donor restricted assets.

Beneficial Interest in Perpetual Trusts

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

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred; renewals and betterments are capitalized. Depreciation is computed using the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. Temporarily restricted net assets amounted to \$24,738 and \$29,536 at March 31, 2015 and 2014, respectively.

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

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Excess of Revenue over Expenses

The Statements of Operations reflect the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, 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).

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments, including assets limited as to use, are stated at fair value and consist of the following at March 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 1,365,749	\$ 916,096
Debt Instruments:		
Corporate	394,196	431,343
Mutual funds:		
Equity funds	1,965,312	3,089,325
Fixed income funds	2,661,882	944,191
International equity funds	935,286	1,204,276
Beneficial interest in perpetual trusts	<u>140,737</u>	<u>137,994</u>
Total investments	<u>\$ 7,463,162</u>	<u>\$ 6,723,225</u>

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Investments and assets limited as to use consisted of the following at March 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Current Assets:		
Investments	\$ 1,150,375	\$ 1,097,953
Long-term Assets:		
Assets limited as to use:		
Board designated:		
Operating reserve	2,033,060	2,038,928
Contribute to operating budget	1,964,252	2,068,814
IT special projects	900,000	300,000
Strategic mission	500,000	300,000
Workforce development	300,000	300,000
Mission enhancement	250,000	250,000
Community initiatives	<u>200,000</u>	<u>200,000</u>
Total board designated	6,147,312	5,457,742
Donor restricted	<u>24,738</u>	<u>29,536</u>
Total assets limited as to use	6,172,050	5,487,278
Beneficial interest in perpetual trusts	<u>140,737</u>	<u>137,994</u>
Total	<u>\$ 7,463,162</u>	<u>\$ 6,723,225</u>

Cash and cash equivalents included in investments are not considered cash and cash equivalents for cash flow purposes.

Financial accounting standards have established a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs - quoted prices traded daily in active markets.
- Level 2 inputs - other than quoted prices for active markets that are traded less frequently than daily.
- Level 3 inputs - unobservable inputs.

The fair value of all of the Association's investments are measured on a recurring basis using level 1 inputs with the exception of the beneficial interests in perpetual trusts which is measured at level 3 inputs and is based on fair market value represented by the trust administrators.

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust investments held by others for the period ended March 31, 2015 and 2014.

Balance, March 31, 2013	\$ 129,005
Investment income	14,867
Distributions	(5,014)
Fees	<u>(864)</u>
Balance, March 31, 2014	\$ 137,994
Investment income	9,097
Distributions	(5,458)
Fees	<u>(896)</u>
Balance, March 31, 2015	<u>\$ 140,737</u>

Investment income and gains on investments and cash equivalents, for the periods ended March 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
Unrestricted net assets:		
Interest and investment income	\$ 134,524	\$ 111,345
Change in fair value of investments	<u>218,683</u>	<u>587,499</u>
Total unrestricted activity	353,207	698,844
Restricted net assets:		
Change in fair value of beneficial trusts held by others	<u>2,743</u>	<u>8,989</u>
Total	<u>\$ 355,950</u>	<u>\$ 707,833</u>

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at March 31, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Land	\$ 62,000	\$ 62,000
Building	661,598	661,598
Furniture and equipment	<u>1,744,855</u>	<u>1,716,501</u>
Total	2,468,453	2,440,099
Less, accumulated depreciation	<u>1,862,498</u>	<u>1,844,495</u>
Property and equipment, net	<u>\$ 605,955</u>	<u>\$ 595,604</u>

NOTE 4 LINE OF CREDIT

The Association has a \$500,000 line of credit with a local bank, payable on demand. The line of credit is secured by all corporate assets with interest at 0.75% over the Wall Street Journal's prime rate (4.00% at March 31, 2015). There was no outstanding balance at March 31, 2015 and March 31, 2014.

NOTE 5 PATIENT SERVICE REVENUE

Patient service revenue provided for the period ended March 31, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Medicare	\$ 5,976,483	\$ 6,316,920
Medicaid	277,109	293,154
Other third-party payers	930,967	862,935
Private pay	<u>28,916</u>	<u>57,605</u>
Total	<u>\$ 7,213,475</u>	<u>\$ 7,530,614</u>

NOTE 5 PATIENT SERVICE REVENUE (CONTINUED)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenues in the year that such amounts become known.

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

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

NOTE 6 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services for the periods ended March 31, 2015 and 2014 are as follows:

	<u>2015</u>	<u>2014</u>
Program services	\$ 6,752,538	\$ 7,148,631
Administrative and general	800,800	825,922
Fundraising	<u>99,764</u>	<u>100,473</u>
Total	<u>\$ 7,653,102</u>	<u>\$ 8,075,026</u>

NOTE 7 RETIREMENT PLAN

The Association maintains a defined contribution retirement plan. The Association contributed \$140,260 and \$146,961 for the years ended March 31, 2015 and 2014, respectively.

NOTE 8 CONCENTRATION OF RISK

The Association has cash deposits in a major financial institution in excess of \$250,000, which exceed federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal. The Association has a collateralized deposit agreement with Bank of New Hampshire for cash deposits in excess of federal depository insurance limits.

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At March 31, 2015 and 2014, Medicare represented 73% and 74% respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 9 MALPRACTICE INSURANCE

The Association insures its malpractice risks on an occurrence basis. There were no known malpractice claims outstanding at March 31, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on an occurrence basis and anticipates that such coverage will be available.

NOTE 10 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through June 24, 2015, which is the date the financial statements were available to be issued.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
BOARD OF TRUSTEES 2015-2016

William "Bill" Schwidder, President
Susan John, CFP, Vice President
Fredda Osman, Secretary
Jared Price, Treasurer
Rev. Gina Finocchiaro
J. Kristen Gardiner
Teresa Haley
Kevin Irish
William (Bill) Johnson
Mike Lavelle
Barbara Lobdell
Dr. Rebecca Owen
Connie Turner
Chief Leonard J. Wetherbee Jr.

Schelley Rondeau

EXPERIENCE

MCH Coordinator/Clinical Manager

Central New Hampshire VNA and Hospice

Responsible for program administration and coordination as well as case management and home visiting according to MCH contract guidelines.

Home Health Nurse/Maternal Child Health Nurse 1997-current

*VNA-Hospice of Southern Carroll County and
Vicinity, Inc. Wolfeboro, NH 03894*

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

Responsible for Children's and adults immunization clinics

Intake Nurse 1995 - 97

*VNA-Hospice of Southern Carroll County and
Vicinity Wolfeboro, NH*

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

Staff Nurse

*Gorgas Army Community Hospital
Republic of Panama*

1991-95

Supervision and staff nurse on a Pediatric and Orthopedic ward

EDUCATION

BACHELOR OF SCIENCE IN NURSING 1982 -86

Vermont College Norwich, Vermont

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Army Community Hospital 1994

Certified as Lactation Counselor - current

Certified in Parents As Teachers program 2003-current

SKILLS

Experience with maternal and pediatric patients
Interpersonal skills
Flexible, efficient

VITAE

Name: Margaret Franckhauser

Education

Institution	Degree	Major	Year
University of North Carolina at Chapel Hill	MPH	Health Policy & Administration	1996
University of Maryland, Baltimore	MS	Primary Care Nursing (NP)	1983
Catholic University	BSN	Nursing	1978

Present Position: Chief Executive Officer, Central New Hampshire VNA & Hospice, Laconia, NH 1996 – present (formerly known as Community Health & Hospice)

Previous Experience

Associate Director, Community Health & Hospice, Inc., Laconia, NH, September 1996 - October 1997.

Nurse Practitioner, Belknap Family Health Center/LRGHealthcare Practice Affiliates, September 1985 - 2005.

Director of Ambulatory Programs, Lakes Region General Hospital, Laconia, NH, August 1990 - February 1995.

Program Chief and TB Control Officer, Communicable Disease, Epidemiology/District Epidemiology, NH Division of Public Health Services, Bureau of Disease Control, April 1988 - August 1990.

Nurse Consultant, NH Division of Public Health Services, Bureau of Maternal and Child Health, March 1986 - April 1988.

Nurse Practitioner/Clinic Administrator, US Public Health Service, National Health Service Corps, assigned to Swan Quarter, NC, October 1983 - August, 1985.

Nurse Practitioner, Gynecology Associates, P.A., Anderson, SC, August 1982 - August 1983.

Registered Nurse, Home Visiting, Baltimore Home Health, Timonium, MD, February 1981 - July 1982 (part-time).

Registered Nurse, Home Visiting, VNA of Metropolitan Washington, Washington, DC, September 1979 - August 1980.

Registered Nurse, Children's Hospital National Medical Center, Washington, DC, August 1978 - September 1979.

Lectures/Seminars (examples):

- *Overview of VRE/MRSA* – delivered to professional audience, May 6, 1997 & sponsored by the State of NH, Bureau of Disease Control.
- *Women and Heart Disease*, March 1995, Mud Symposium, Laconia, NH.
- *Tuberculosis Update*, October 1995, University of NH Nursing Seminar.
- *Communicable Disease Update*, November 1995, NH Technical Institute Nursing Seminar, Concord, NH.
- *Tuberculosis Update for the 90s*, November 1994, St. Anselm College Seminar, Lincoln, NH.
- *Tuberculosis in the 90s*, October 1992, NH Society of Physicians' Assistants' Seminar, Portsmouth, NH.
- *Tuberculosis in the 1990s*, New England College Health Association Seminar, October 1992, Providence, RI.

Professional Organizations/Affiliations:

- NH Nurse Practitioner Association
- Sigma Theta Tau (National Honor Society of Nursing)
- American Public Health Association

Committees and Boards:

- Endowment for Health, Board Member & Board Secretary, 2009 - present
- NH Board of Nursing, Vice Chair, 1996 – 2004
- Joint Health Council (statutory committee determining nurse practitioner prescribing in the state of NH), 1996-2000
- Adult Coverage Committee (Health Insurance research committee), 2000 – present
- NH Tuberculosis Advisory Committee, 1996 – present
- NH Family Planning Advisory Committee, 1992-1996
- Governor's Task Force on Adult Health Insurance Coverage, 2000 – present
- Newborn Metabolic Screening Committee, October 2002 – present
- Foundation for Healthy Communities Board of Directors, November 2002 - 2011

License:

Licensed as a Registered Nurse and as a Nurse Practitioner in the state of NH.

Publications:

- Tuberculosis in the 1990s, *Nurse Practitioner Forum*, 4(1), March 1993.

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

Certification

Certified Public Accountant (State of New Hampshire)

Employment

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

Education

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: Central New Hampshire VNA & Hospice

Name of Program/Service: Family Support Services for Children and Adolescents with Chronic Health Conditions

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract (Excludes Medicaid)
Margaret Franckhauser, CEO	\$161,228	0.00%	\$0.00
David Emberley, CFO	\$88,566	0.00%	\$0.00
Schellee Rondeau, RN	\$64,480	14.38%	\$9,275.00
	\$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)			\$9,275.00

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.



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
FAX: 603-271-5166 TDD Access: 1-800-735-2964

May 26, 2015

69 DM

6/24/15 #69

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, Division of Community Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into amendments to existing Agreements with the vendors listed below to provide family support services for children and adolescents with chronic health conditions and their families, by increasing the price limitation by \$317,483.91, from \$610,602.00 to \$928,085.91, and by extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016. Governor and Executive Council approved the original agreements on June 19, 2013 (Items #127, 128, 129, 130 and 131). 100% Federal Funds.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

<u>Vendor</u>	<u>Location</u>	<u>Current Amount</u>	<u>Increase / Decrease</u>	<u>Modified Amount</u>
Child & Family Services	Manchester	\$250,794.00	\$127,358.91	\$378,152.91
Central New Hampshire VNA & Hospice	Laconia	\$ 69,936.00	\$ 38,025.00	\$107,961.00
White Mountain Community Health Center	Conway	\$ 69,936.00	\$ 38,025.00	\$107,961.00
Visiting Nurse Association of Manchester and Southern New Hampshire	Manchester	\$150,000.00	\$ 76,050.00	\$226,050.00
Families First of the Greater Seacoast	Portsmouth	\$ 69,936.00	\$ 38,025.00	\$107,961.00
TOTAL		\$610,602.00	\$317,483.91	\$928,085.91

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget.

EXPLANATION

This request seeks to continue five agreements with non-profit contractors that provide family support services for children with chronic illnesses and their families who reside in specific Partners in Health regions. There are a total of twelve (12) regions across the State (Attachment I). These five contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
Page 2

contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining regions covered under separate agreements with four (4) Area Agency contractors. The Area Agency contracts have similarly been requested for extension under a separate item submitted to the Governor and Executive Council

Each Partners in Health region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects, including: parent education, recreational and social activities, support groups, and respite. Together, they link families, communities and the State, and provide a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each contractor provides a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, provide flexible funding for such things as emergency food, medicine and transportation, enhance communication with schools and attend IEP meetings, and make special arrangements during hospitalizations and discharge.

Should Governor and Executive Council not approve this Request, the chronically ill children served through these vendors will not receive the supportive services necessary to maintain their health at optimum levels, and their parents will struggle to coordinate the complex health needs their children face. Impacted children may experience increased rates of hospitalization, and parents may struggle to maintain employment as a result.


These agreements were competitively bid through a request for proposal published on the Department of Health and Human Services website from January 16, 2013 to January 25, 2013. A copy of the bidding results is attached. The request for proposal, original agreements and Governor and Executive Council requests included an option to renew and extend these agreements for a two-year period. The Department has a number of health service delivery shifts underway at this time, which are likely to affect the children served by these agreements in the coming year, and is seeking only a one year extension while retaining the final year right to renew and extend the agreements. The vendors are working collaboratively with the Department and agree with this approach.

Area served: statewide.


Source of funds: 100% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR75

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

Respectfully submitted,


Lorene Reagan, MS, RN
Bureau Chief

Approved by:


Nicholas A. Toumpas
Commissioner

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 1st Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Central New Hampshire VNA & Hospice (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 780 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 128), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$107,961.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Delete Exhibit B and replace with Exhibit B Amendment #1
- 7) Add Exhibit B-1 Budget
- 8) Delete Exhibit C and replace with Exhibit C Amendment #1
- 9) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 10) Delete Exhibit G and replace with Exhibit G Amendment #1
- 11) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

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

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

State of New Hampshire
Department of Health and Human Services

5/29/15
Date

Diane Langley
Diane Langley
Director

Central New Hampshire VNA & Hospice

4-20-15
Date

William C Schwidder
Name: William C. Schwidder
Title: President - Board of Trustees

Acknowledgement:

State of NH, County of Belknap on April 20, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elizabeth C. Long
Name and Title of Notary or Justice of the Peace




New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/4/15


Name: MEGHAN D. YORK
Title: ATTORNEY GENERAL

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A – Amendment 1

SCOPE OF SERVICES

The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this Agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions

- 1.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 1.2. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 1.3. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 1.4. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 1.5. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 1.6. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 1.6.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 1.6.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 1.6.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 1.7. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.8. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may



Exhibit A – Amendment 1

be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required Activities of the Family Support Services/Partners in Health Program

- 2.1. Required Family Support Services/Partners in Health program activities shall include, but not be limited to, the following:
 - 2.1.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.1.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.1.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.1.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.1.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.1.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.1.7. Provide effective and evidence based family support practices, including but not limited to:
 - 2.1.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 2.1.7.2. Integrate family support services with other agency services in region;
 - 2.1.7.3. Incorporate the family support program within the agency's administrative structure;
 - 2.1.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 2.1.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A – Amendment 1

- 2.1.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 2.1.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.1.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 2.1.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.1.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.1.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.1.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.1.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.1.14. Complete year-end summary of fiscal activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2016 shall not exceed:
 - 1.1. \$38,025.00 in SFY 2016 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 3, the Central-Lakes Region geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-1 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$40,443.00 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-1 Budget

Bidder/Contractor Name: Central New Hampshire VNA & Hospice

Budget Period: July 1, 2015 – June 30, 2016

Line Item	Total
Family Support (Staff) Services	\$18,025.00
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$38,025.00



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

**New Hampshire Department of Health and Human Services
Exhibit C Amendment #1**



- 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 Division 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.
4. The following paragraphs shall be added to the General Provisions of this Agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration,

New Hampshire Department of Health and Human Services
Exhibit C-1 Amendment #1



transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."



**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- Amendment #1

Contractor Initials

WCS

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 – Amendment #1



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: *Central New Hampshire VNA & Hospice*

4/20/15
Date

William C. Schwidder
Name: *William C. Schwidder*
Title: *President - Board of Trustees*

Exhibit G- Amendment #1

Contractor Initials WCS

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

Date 4/20/15



Exhibit I - Amendment #1

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 Amendment #1

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

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

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



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

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 Amendment #1

- 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

Marilee Nihan
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

6/8/15
Date

Central New Hampshire VNA & Hospice
Name of the Contractor

William C. Schwidder
Signature of Authorized Representative

William C. Schwidder
Name of Authorized Representative

President - Board of Trustees
Title of Authorized Representative

4/20/15
Date

See
AJ

128
Banks



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

6/19/13 #128

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$69,936.00 with Central New Hampshire VNA and Hospice (Vendor Code 177244-B001), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust the amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council

100% Federal

05-95-93-930010-7858 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SOCIAL SERVICES BLOCK GRANT DD

Account Number	Description	FY 2014 Amount	FY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$34,968.00	\$34,968.00	\$69,936.00

EXPLANATION

This request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health Region 3 (a list of cities and towns that make up this region is attached). There are a total of twelve (12) PIH Regions that together provide services statewide. Each Region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects: parent education, recreational and social activities, support groups and respite. Together, they link families, communities and the State, providing a collective voice for families

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

May 28, 2013

Page 2

who know the issues of raising children with chronic health conditions. In addition, each PIH site provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 80-100 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website, on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 21, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, Central New Hampshire VNA and Hospice was selected to provide services to children and families residing in Region 3. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 80-100 children and their families will not have access to support for community integration, financial assistance, or case management related to their child's chronic health condition.

This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

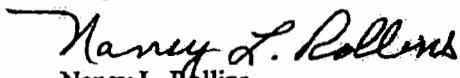
The total agreement price for SFY 2014 is not to exceed \$34,968.00 and for SFY 2015 is also not to exceed \$34,968.00.

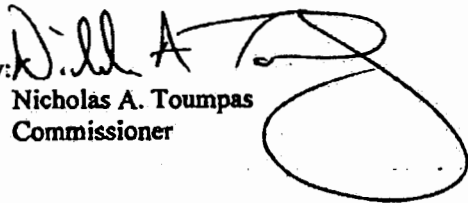
Area served: Partners In Health Region 3. A list of cities and towns to be served is attached.

Source of funds: 100% Federal funds through the Social Services Block Grant.

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

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

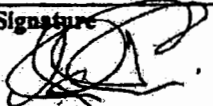
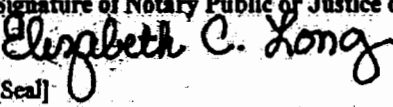
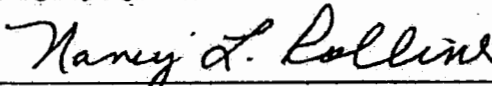
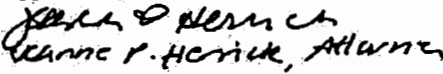
Subject: Family Support Services for Children and Adolescents with Chronic Health Conditions - Laconia Site

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 & Human Services Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Central New Hampshire VNA & Hospice		1.4 Contractor Address 780 North Main Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-8444	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$69,936.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Giere, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>April 5, 2013</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 Elizabeth C Long, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date:



4-5-13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF VOTE

I, Sylvia Countway, of Central New Hampshire VNA & Hospice do hereby certify that:

- 1. I am duly elected Secretary of the Board of Trustees at Central New Hampshire VNA & Hospice
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of Central New Hampshire VNA & Hospice held on February 22, 2011.

RESOLVED: That this Corporation enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services,

RESOLVED: That the President, Vice President or Treasurer elected by the Board of Trustees is hereby authorized on behalf of this Corporation 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.

John Giere, President
Susan Dagoumas, Treasurer

Headley "Lee" White, Vice President

Are the duly elected officers of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 5, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 5th day of April, 2013

Sylvia Countway
Signature of Secretary of the Corporation

(corporate seal)

STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 5th day of April, 2013 by Sylvia Countway

Elizabeth C. Long
Notary Public/Justice of the Peace
My commission expires: 9-9-14

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015.

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Central New Hampshire VNA & Hospice

ADDRESS: 780 North Main Street

Laconia, NH

03246

TELEPHONE: 603-524-8444

FAX: 603-527-8217

EMAIL: mfranckhauser@centralvna.org

EXECUTIVE DIRECTOR: Margaret Franckhauser, RN, MS, MPH

The Family Support Services/Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health site for Region 3 as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;

and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.

- 5 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 7 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges

facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.

- 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.
- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$69,936.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$40,443.00 for each fiscal year covered under this contract.

Contractor Initials: 

Date: 4-5-13 

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. 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.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Debarment, Suspension or Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D and E, Section 76, regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2009 and terminate on June 30, 2011, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable."



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 2nd Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 2") dated this 18th day of May, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") and an amendment (Amendment #1) approved by the Governor and Executive Council on June 19, 2013 (Item # 131) and on June 24, 2015 (Item #69) respectively, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2017.
- 2) Amend Form P-37, Block 1.8 to read \$145,986.
- 3) Delete Exhibit B Amendment #1 and replace it with Exhibit B Amendment #2.
- 4) Add Exhibit B-2 Budget.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



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

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

State of New Hampshire
Department of Health and Human Services

6/6/16
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

Families First of the Greater Seacoast

5/31/16
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

Acknowledgement:

State of NH, County of Rockingham on 5/31/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne Coombs
Name and Title of Notary or Justice of the Peace

Exp 12/19/2018

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/9/16

Name: [Signature]
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2016 and June 30, 2017 shall not exceed:
 - 1.1. \$38,025 in SFY 2017 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 8, the Portsmouth geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-2 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$40,443 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-2 Budget

Bidder/Contractor Name: Families First of the Greater Seacoast

Budget Period: July 1, 2016 – June 30, 2017

Line Item	Total
Family Support (Staff) Services	\$18,025
Flex Funds (paid as spent)	\$20,000
TOTAL	\$38,025

State of New Hampshire
Department of State

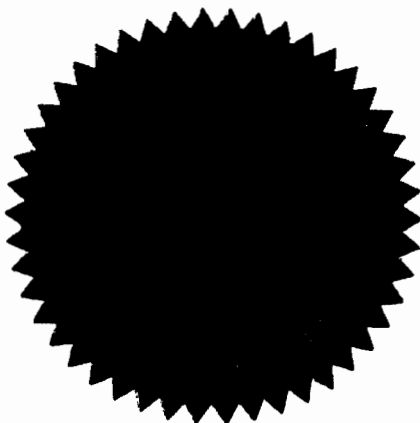
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

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



William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families First of the Greater Seacoast
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/27/16:
(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 31st day of May, 2016.
(Date Contract Signed)

4. Helen Taft is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 31st day of May, 2016.

By Linda Sanborn
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/19/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2016

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 Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214		CONTACT NAME: Edward Jackson PHONE (A/C, No, Ext): (603) 926-7655 E-MAIL ADDRESS: edward@tobeymerrill.com FAX (A/C, No): (603) 926-2135																						
INSURED Families First of the Greater Seacoast 100 Campus Dr Ste 12 Suite 12 Portsmouth NH 03801		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>Peerless Indemnity</td> <td>18333</td> </tr> <tr> <td>INSURER B</td> <td>Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Peerless Indemnity	18333	INSURER B	Peerless Insurance Company	24198	INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER D																								
INSURER E																								
INSURER F																								

COVERAGES

CERTIFICATE NUMBER: CL161804090

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER			BOP8358757	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Employee Benefits \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CV8353458	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC5055429	12/29/2015	12/29/2016	PER STATUTE OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

DHHS/DCYF
 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

Dean Merrill CIC/JLM

© 1988-2014 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$233.00
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$185.00
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$882.00
	Schedule Mod Factor 1	SCH01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Adjst. to reconcile-exp mod. premium	AREM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$8,781.00
	Additional Prem to Equal Inc Limits	AILMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Families First

support for families...health care for all

Mission Statement

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

Vision Statement

We envision a strong community that provides fully for the health and well-being of all its members.

Guiding Principles

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, 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 U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014, were audited by other auditors whose report dated December 9, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Concord, New Hampshire
November 11, 2015

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 350,670	\$ 400,643
Patient accounts receivable, less allowance for uncollectible accounts of \$54,489 in 2015 and \$51,984 in 2014	297,832	216,039
Grants receivable	72,622	117,416
Current portion of pledges receivable	275,467	237,990
Other current assets	<u>26,601</u>	<u>33,811</u>
Total current assets	1,023,192	1,005,899
Investments	99,769	-
Pledges receivable, less current portion	-	370,000
Assets limited as to use	1,680,036	1,537,795
Property and equipment, net	<u>418,783</u>	<u>282,850</u>
Total assets	<u>\$ 3,221,780</u>	<u>\$ 3,196,544</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ -	\$ 243,849
Accounts payable and accrued expenses	52,580	117,151
Accrued payroll and related expenses	313,185	312,264
Patient deposits	47,922	40,973
Deferred revenue	<u>60,200</u>	<u>11,780</u>
Total liabilities	<u>473,887</u>	<u>726,017</u>
Net assets (deficit)		
Unrestricted	915,781	(7,062)
Temporarily restricted	631,425	1,276,902
Permanently restricted	<u>1,200,687</u>	<u>1,200,687</u>
Total net assets	<u>2,747,893</u>	<u>2,470,527</u>
Total liabilities and net assets	<u>\$ 3,221,780</u>	<u>\$ 3,196,544</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Patient service revenue	\$ 2,152,348	\$ 1,623,471
Provision for bad debt	<u>(37,705)</u>	<u>(37,860)</u>
Net patient service revenue	2,114,643	1,585,611
Grants and contracts	1,333,024	992,590
Contributions	1,347,775	1,162,853
Other operating revenue	120,613	103,252
Net assets released from restrictions for operations	<u>1,159,515</u>	<u>1,182,527</u>
Total operating revenue	<u>6,075,570</u>	<u>5,026,833</u>
Operating expenses		
Salaries and benefits	4,121,046	3,806,745
Other operating expenses	1,211,689	1,333,805
Depreciation	80,984	72,007
Interest expense	<u>6,666</u>	<u>4,410</u>
Total operating expenses	<u>5,420,385</u>	<u>5,216,967</u>
Operating income (loss)	<u>655,185</u>	<u>(190,134)</u>
Non-operating revenues and gains (losses)		
Investment income	2,452	899
Gain on sale of capital asset	34,844	-
Recognized change in fair value of investments	<u>(3,756)</u>	<u>4,545</u>
Total non-operating revenues and gains (losses)	<u>33,540</u>	<u>5,444</u>
Excess (deficiency) of revenues over expenses	688,725	(184,690)
Net assets released for capital acquisition	<u>234,118</u>	<u>-</u>
Increase (decrease) in unrestricted net assets	<u>\$ 922,843</u>	<u>\$ (184,690)</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted net assets		
Excess (deficiency) of revenues over expenses	\$ 688,725	\$ (184,690)
Net assets released for capital acquisition	<u>234,118</u>	<u>-</u>
Increase (decrease) in unrestricted net assets	<u>922,843</u>	<u>(184,690)</u>
Temporarily restricted net assets		
Contributions	750,695	1,672,696
Investment income	23,575	26,923
Recognized change in fair value of investments	(26,114)	176,734
Net assets released from restrictions for operations	(1,159,515)	(1,182,527)
Net assets released for capital acquisition	<u>(234,118)</u>	<u>-</u>
(Decrease) increase in temporarily restricted net assets	<u>(645,477)</u>	<u>693,826</u>
Permanently restricted net assets		
Contributions	<u>-</u>	<u>500</u>
Increase in permanently restricted net assets	<u>-</u>	<u>500</u>
Change in net assets	277,366	509,636
Net assets, beginning of year	<u>2,470,527</u>	<u>1,960,891</u>
Net assets, end of year	<u>\$ 2,747,893</u>	<u>\$ 2,470,527</u>

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 277,366	\$ 509,636
Adjustments to reconcile change in net assets to net cash used by operating activities		
Provision for bad debt	37,705	37,860
Depreciation	80,984	72,007
Gain on sale of capital asset	(34,844)	-
Restricted contributions for long-term purposes	(750,695)	(339,980)
Recognized change in fair value of investments	29,870	(181,279)
(Increase) decrease in the following assets		
Patient accounts receivable	(119,498)	(121,264)
Grants receivable	44,794	(50,116)
Pledges receivable	332,523	(271,242)
Other current assets	7,210	6,865
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(64,571)	15,530
Accrued payroll and related expenses	921	40,268
Patient deposits	6,949	40,973
Deferred revenue	<u>48,420</u>	<u>(12,696)</u>
Net cash used by operating activities	<u>(102,866)</u>	<u>(253,438)</u>
Cash flows from investing activities		
Capital acquisitions	(217,073)	(106,865)
Proceeds from sale of capital asset	35,000	-
Purchase of investments	(363,435)	(1,666,853)
Proceeds from the sale of investments	<u>91,555</u>	<u>1,769,228</u>
Net cash used by investing activities	<u>(453,953)</u>	<u>(4,490)</u>
Cash flows from financing activities		
Proceeds from borrowings on line of credit	-	243,849
Payments on line of credit	(243,849)	-
Restricted contributions for long-term purposes	<u>750,695</u>	<u>339,980</u>
Net cash provided by financing activities	<u>506,846</u>	<u>583,829</u>
Net (decrease) increase in cash and cash equivalents	(49,973)	325,901
Cash and cash equivalents, beginning of year	<u>400,643</u>	<u>74,742</u>
Cash and cash equivalents, end of year	\$ <u><u>350,670</u></u>	\$ <u><u>400,643</u></u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 6,666	\$ 4,410

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

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast (New Hampshire and Maine).

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 51,984	\$ 52,289
Provision	37,705	37,860
Write-offs	<u>(35,200)</u>	<u>(38,165)</u>
Balance, end of year	<u>\$ 54,489</u>	<u>\$ 51,984</u>

Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the recognized change in fair value are included in the excess (deficiency) of revenues over expenses unless otherwise stipulated by the donor or State Law.

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

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations..

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

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

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$147,044 and \$265,395 for the years ended June 30, 2015 and 2014, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

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

	<u>2015</u>	<u>2014</u>
Program services	\$ 4,706,160	\$ 4,511,400
Administrative and general	574,957	527,250
Fundraising	<u>139,268</u>	<u>178,317</u>
Total	<u>\$ 5,420,385</u>	<u>\$ 5,216,967</u>

Excess (Deficiency) of Revenues Over Expenses

The statements of operations reflect the excess (deficiency) of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess (deficiency) of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Reclassification

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

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 11, 2015, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

2. Investments

Investments, stated at fair value, are as follows:

	<u>2015</u>	<u>2014</u>
Money market funds	\$ 18,248	\$ 152,451
Mutual funds	<u>1,623,371</u>	<u>1,385,344</u>
Total investments	<u>\$ 1,641,619</u>	<u>\$ 1,537,795</u>
	<u>2015</u>	<u>2014</u>
Long-term investments	\$ 99,769	\$ -
Assets limited as to use	<u>1,541,850</u>	<u>1,537,795</u>
Total investments	<u>\$ 1,641,619</u>	<u>\$ 1,537,795</u>

Fair Value of Financial Instruments

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

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

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

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

The fair value measurement for all of the Organization's investments is based on Level 1 inputs at June 30, 2015 and 2014.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	<u>2015</u>	<u>2014</u>
Unrestricted net assets		
Investment income	\$ 2,452	\$ 899
Recognized change in fair value of investments	(3,756)	4,545
Restricted net assets		
Investment income	23,575	26,923
Recognized change in fair value of investments	<u>(26,114)</u>	<u>176,734</u>
Total	<u>\$ (3,843)</u>	<u>\$ 209,101</u>

3. Assets Limited as to Use

Assets limited as to use consisted of the following:

	<u>2015</u>	<u>2014</u>
Designated by the governing board:		
For future use	\$ 212,115	\$ 780
Donor restricted endowment:		
Temporarily restricted earnings	267,234	336,328
Permanently restricted principal	<u>1,200,687</u>	<u>1,200,687</u>
Total	<u>\$ 1,680,036</u>	<u>\$ 1,537,795</u>

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 138,186	\$ -
Investments	<u>1,541,850</u>	<u>1,537,795</u>
Total	<u>\$ 1,680,036</u>	<u>\$ 1,537,795</u>

4. Pledges Receivable

Pledges receivable consisted of:

	<u>2015</u>	<u>2014</u>
Scheduled amounts due in:		
Less than one year	\$ 275,467	\$ 237,990
Thereafter	<u>-</u>	<u>370,000</u>
Total	<u>\$ 275,467</u>	<u>\$ 607,990</u>

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

5. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Leasehold improvements	\$ 179,031	\$ 179,031
Furniture, fixtures, and equipment	<u>799,559</u>	<u>766,505</u>
Total cost	978,590	945,536
Less accumulated depreciation	<u>(559,807)</u>	<u>(662,686)</u>
Property and equipment, net	<u>\$ 418,783</u>	<u>\$ 282,850</u>

6. Line of Credit

The Organization has a \$250,000 line of credit with a local bank through May 1, 2016. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2015 was 3.25%. There was no outstanding balance at June 30, 2015. There was an outstanding balance of \$243,849 at June 30, 2014.

7. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	<u>2015</u>	<u>2014</u>
Temporarily restricted:		
Unrestricted pledges receivable	\$ 275,467	\$ 607,990
Program services	88,724	98,466
Mobile clinic	-	234,118
Endowment earnings	<u>267,234</u>	<u>336,328</u>
Total temporarily restricted	<u>\$ 631,425</u>	<u>\$ 1,276,902</u>
Permanently restricted: Endowment	<u>\$ 1,200,687</u>	<u>\$ 1,200,687</u>

8. Endowments

Interpretation of Relevant Law

There were no board designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2015 and 2014.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>				
Donor-restricted endowment funds	\$ <u>-</u>	\$ <u>267,234</u>	\$ <u>1,200,687</u>	\$ <u>1,467,921</u>
<u>2014</u>				
Donor-restricted endowment funds	\$ <u>-</u>	\$ <u>336,328</u>	\$ <u>1,200,687</u>	\$ <u>1,537,015</u>

The Organization had the following endowment related activities for the years ended June 30, 2015 and 2014, respectively.

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2014	\$ -	\$ 336,328	\$ 1,200,687	\$ 1,537,015
Investment return:				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(66,555)</u>	<u>-</u>	<u>(66,555)</u>
Endowment net assets, June 30, 2015	\$ <u>-</u>	\$ <u>267,234</u>	\$ <u>1,200,687</u>	\$ <u>1,467,921</u>

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2013	\$ -	\$ 192,343	\$ 1,200,187	\$ 1,392,530
Investment return:				
Investment income	-	26,923	-	26,923
Change in fair value of investments	-	176,734	-	176,734
Contributions	-	-	500	500
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(59,672)</u>	<u>-</u>	<u>(59,672)</u>
Endowment net assets, June 30, 2014	<u>\$ -</u>	<u>\$ 336,328</u>	<u>\$ 1,200,687</u>	<u>\$ 1,537,015</u>

9. Patient Service Revenue

Patient service revenue follows:

	<u>2015</u>	<u>2014</u>
Medicare	\$ 215,538	\$ 200,204
Medicaid	1,307,387	927,295
Third party payers and private pay	<u>629,423</u>	<u>495,972</u>
Total patient service revenue	<u>\$ 2,152,348</u>	<u>\$ 1,623,471</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire and Maine Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

A summary of the payment arrangements with major third-party payers follows:

Medicare

As an FQHC, the Organization is reimbursed for the care of qualified patients at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program are determined and settled on a retrospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2013.

Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$1,661,000 and \$1,971,000 for the years ended June 30, 2015 and 2014, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2015 and 2014.

11. Concentration of Risk

The Organization has cash deposits in major financial institutions in excess of federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2015 and 2014

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	<u>2015</u>	<u>2014</u>
Medicare	11 %	12 %
Medicaid	42 %	38 %
Other	<u>47 %</u>	<u>50 %</u>
	<u>100 %</u>	<u>100 %</u>

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2015, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2016	\$ 61,513
2017	11,479
2018	11,479
2019	11,479
2020	<u>7,848</u>
Total	<u>\$ 103,798</u>

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

Rental expense amounted to \$133,381 and \$123,868 for the years ended June 30, 2015 and 2014, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

Families First

FY2016 Board of Directors

	First	Name	Board Position
1	Linda	Sanborn, CPA	Chair
2	Tom	Newbold	Vice Chair
3	Kristen	Hanley	Secretary
4	Mike	Burke, CPA	Treasurer
5	Karin	Barndollar	
6	Barbara	Henry	
7	Jack	Jamison	
8	Jo	Jordon	
9	Josephine	Lamprey	
10	Patricia	Locuratolo, MD	
11	David	McNicholas	
12	John	Pelletier	
13	Kerri	Ruggiero	
14	Mary	Schleyer	
15	Kathy	Scheu	
16	Dan	Schwarz, Esq.	
17	Peter	Whitman	

David C. Choate



PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

QUALIFICATIONS PROFILE

Experience/ Chief Financial Officer: Assure the financial integrity of the agency.

Skills: Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

Computers:

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

Administration:

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

Education: Master Degree in Business Administration, 1989

Southern New Hampshire University – Manchester, New Hampshire

Bachelor of Science Degree in Business Administration-Accounting, 1974

Thomas College – Waterville, Maine

Accomplishments/Strengths:

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

PROFESSIONAL EXPERIENCE

- January 2008 to present** FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Finance Director
- July 2000 to June 2007** INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine
Director of Finance & Administration
An agency that provides residential housing and day programs to adults and children with disabilities.
Accomplishments:
- Streamlined and updated audit procedures to assure successful audits
 - Responsible for smooth computer conversion to Great Plains Solomon accounting software
 - Maintained and increased profits from services
- November 1995 to July 2000** METHODIST CONFERENCE HOME, INC, Rockland, Maine
Finance Manager
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.
Accomplishments:
- Involved in obtaining finance and operating funds to build an upscale senior housing facility
 - Instituted financial administrative policies
 - Obtained line of credit for operations.
 - Computerized the accounting systems
- May 1988 to November 1995** PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine
Partner and Management Consultant
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.
Clientele:
- Small to mid-size business, i.e. food industry and pharmacies
 - Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.
- Accomplishments:
- Increased profits for companies through new financial management policies and procedures.

— *Excellent references are available upon request* —

HELEN B. TAFT

OBJECTIVE: A position as Administrator in the human services or health care fields.

PROFILE:

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

EDUCATION:

University of New Hampshire
Masters of Public Administration, 1989
Certificate of Paralegal Studies, 1982
Smith College
B.A. (Government) 1966

PROFESSIONAL EXPERIENCE:

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Executive Director Dec. 1989 – Present
FOUNDATION FOR SEACOAST HEALTH, Portsmouth, N.H
Administrative Intern Jan. - June 1989
HARVEY AND MAHONEY LAW OFFICES, Manchester, NH
Paralegal 1982 - 1988

VOLUNTEER LEADERSHIP EXPERIENCE:

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 1972 –1992
President; First Vice-President; Board of Directors; Chair, Long Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee
UNITED WAY OF MANCHESTER 1985 -1988
Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee
MANCHESTER LEAGUE OF WOMEN VOTERS 1973 -1978
President; Board of Directors
GREATER SEACOAST UNITED WAY 1997 -1999
Board of Directors

REFERENCES: Furnished upon request.

Georgina T. Clark

Families First of the Greater Seacoast



Education: Bachelor of Arts in Sociology, Regis College, Weston, MA

Work History

- 7/12-present** ***Family Services Director, Families First***
Oversee all aspects of the Family Center, including program development, reporting, staff supervision and evaluation. Supervise the Healthy Families America subcontract by ensuring adherence to standards and policies and attending team and state meetings whenever possible. Supervise the Comprehensive Family Supports and Services and Partners in Health contracts.
- 7/09-7/12** ***Home-based Programs Coordinator, Families First***
Oversaw Home Visiting New Hampshire and DCFY-funded home-based programs. Provided administrative supervision of staff and reporting requirements. Along with Parenting Programs Coordinator and Family Center Director, provided guidance and support for all Family Center functions.
- 3/02-7/12** ***Family Support Coordinator, Partners in Health at Families First, Portsmouth, NH***
Provided comprehensive, direct support to families who have children with chronic illnesses. Attended school meetings and medical appointments to support parents' advocacy skills. Facilitated Family Council comprised of parents of chronically-ill children. Collaborated with local and state agencies to obtain resources for families.
- 5/00-3/02** ***Project Director, Parent Information Center, Concord, NH***
Directed NH State Improvement Grant focused on building family/school partnerships. Provided technical assistance to parents and professionals on disability awareness and special education law.
- 2/98-11/98** ***Resource Specialist, Parent Information Center, Concord, NH***
Facilitated six week parenting series.
Developed and presented workshops on parenting topics.
Provided community resources and referrals to parents.
- 1/94-11/98** ***Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH***
Prepared and presented written and oral court reports.
Recommended, coordinated and implemented support services for families.
Represented court-involved juveniles at school and mental health assessments.
- 1/91-2/93** ***Office Supervisor, Atlantic Cardiology Associates, Exeter, NH***
Developed filing, billing, and scheduling systems. Trained staff in office systems.
Supervised medical records.

Accomplishments

Public Citizen of the Year 2012 awarded by NH Pediatric Society
Certified Volunteer Educational Advocate for children with disabilities
Governor-appointed member of the Wellness & Primary Care Council
Member of Portsmouth Resource Connection Team for at-risk youth

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

5/19/2016

Agency Name: Families First of the Greater Seacoast

Name of Program/Service: Family Support Services for Children and Adolescents with Chronic Health Conditions

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)			
Name & Title Key Administrative Personnel			
Helen B. Taft, Executive Director	\$103,189	0.00%	
David C. Choate, Finance Director	\$68,216	0.00%	
Georgina Clark, Family Center Director	\$55,432	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

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.



STATE OF NEW HAMPSHIRE

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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
FAX: 603-271-5166 TDD Access: 1-800-735-2964

Kathleen A. Dunn
Associate Commissioner

May 26, 2015

69 dm

6/24/15 #69

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, Division of Community Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into amendments to existing Agreements with the vendors listed below to provide family support services for children and adolescents with chronic health conditions and their families, by increasing the price limitation by \$317,483.91, from \$610,602.00 to \$928,085.91, and by extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016. Governor and Executive Council approved the original agreements on June 19, 2013 (Items #127, 128, 129, 130 and 131). 100% Federal Funds.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

<u>Vendor</u>	<u>Location</u>	<u>Current Amount</u>	<u>Increase / Decrease</u>	<u>Modified Amount</u>
Child & Family Services	Manchester	\$250,794.00	\$127,358.91	\$378,152.91
Central New Hampshire VNA & Hospice	Laconia	\$ 69,936.00	\$ 38,025.00	\$107,961.00
White Mountain Community Health Center	Conway	\$ 69,936.00	\$ 38,025.00	\$107,961.00
Visiting Nurse Association of Manchester and Southern New Hampshire	Manchester	\$150,000.00	\$ 76,050.00	\$226,050.00
Families First of the Greater Seacoast	Portsmouth	\$ 69,936.00	\$ 38,025.00	\$107,961.00
TOTAL		\$610,602.00	\$317,483.91	\$928,085.91

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget.

EXPLANATION

This request seeks to continue five agreements with non-profit contractors that provide family support services for children with chronic illnesses and their families who reside in specific Partners in Health regions. There are a total of twelve (12) regions across the State (Attachment I). These five contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
Page 2

contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining regions covered under separate agreements with four (4) Area Agency contractors. The Area Agency contracts have similarly been requested for extension under a separate item submitted to the Governor and Executive Council

Each Partners in Health region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects, including: parent education, recreational and social activities, support groups, and respite. Together, they link families, communities and the State, and provide a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each contractor provides a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, provide flexible funding for such things as emergency food, medicine and transportation, enhance communication with schools and attend IEP meetings, and make special arrangements during hospitalizations and discharge.

Should Governor and Executive Council not approve this Request, the chronically ill children served through these vendors will not receive the supportive services necessary to maintain their health at optimum levels, and their parents will struggle to coordinate the complex health needs their children face. Impacted children may experience increased rates of hospitalization, and parents may struggle to maintain employment as a result.


These agreements were competitively bid through a request for proposal published on the Department of Health and Human Services website from January 16, 2013 to January 25, 2013. A copy of the bidding results is attached. The request for proposal, original agreements and Governor and Executive Council requests included an option to renew and extend these agreements for a two-year period. The Department has a number of health service delivery shifts underway at this time, which are likely to affect the children served by these agreements in the coming year, and is seeking only a one year extension while retaining the final year right to renew and extend the agreements. The vendors are working collaboratively with the Department and agree with this approach.

Area served: statewide.

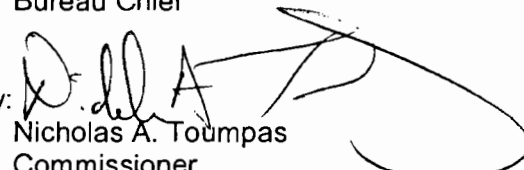
Source of funds: 100% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR75

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

Respectfully submitted,


Lorene Reagan, MS, RN
Bureau Chief

Approved by:


Nicholas A. Toumpas
Commissioner

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 1st Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 131), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$107,961.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Delete Exhibit B and replace with Exhibit B Amendment #1
- 7) Add Exhibit B-1 Budget
- 8) Delete Exhibit C and replace with Exhibit C Amendment #1
- 9) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 10) Delete Exhibit G and replace with Exhibit G Amendment #1
- 11) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



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

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

State of New Hampshire
Department of Health and Human Services

5/29/15
Date

Lorrene Reardon for
Diane Langley
Director

Families First of the Greater Seacoast

4/15/15
Date

Helen B. Titt
Name: Helen B. Titt
Title: Executive Director

Acknowledgement:

State of NH, County of Rockingham on 4/16/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne Coombs
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/4/15
Date

[Signature]
Name: [Signature]
Title: [Signature]

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this Agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions

- 1.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 1.2. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 1.3. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 1.4. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 1.5. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 1.6. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 1.6.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 1.6.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 1.6.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 1.7. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.8. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may



Exhibit A – Amendment 1

be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required Activities of the Family Support Services/Partners in Health Program

- 2.1. Required Family Support Services/Partners in Health program activities shall include, but not be limited to, the following:
 - 2.1.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.1.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.1.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.1.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.1.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.1.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.1.7. Provide effective and evidence based family support practices, including but not limited to:
 - 2.1.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 2.1.7.2. Integrate family support services with other agency services in region;
 - 2.1.7.3. Incorporate the family support program within the agency's administrative structure;
 - 2.1.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 2.1.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A – Amendment 1

- 2.1.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 2.1.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.1.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 2.1.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.1.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.1.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.1.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.1.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.1.14. Complete year-end summary of fiscal activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2016 shall not exceed:
 - 1.1. \$38,025.00 in SFY 2016 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 8, the Portsmouth geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-1 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$40,443.00 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-1 Budget

Bidder/Contractor Name: Families First of the Greater Seacoast

Budget Period: July 1, 2015 – June 30, 2016

Line Item	Total
Family Support (Staff) Services	\$18,025.00
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$38,025.00



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Exhibit C Amendment #1**



- 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 Division 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.
4. The following paragraphs shall be added to the General Provisions of this Agreement:
 - "22.1. **Records and Accounts** Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration,

New Hampshire Department of Health and Human Services
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transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.”

“22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor’s normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, “Contractor” includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions.”



**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- Amendment #1

Contractor Initials DMT

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 – Amendment #1



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:

4/15/15
Date

Helen B. Toff
Name: Helen B. Toff
Title: Executive Director

Exhibit G- Amendment #1

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

Contractor Initials HBT

Date 4/15/15



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 Amendment #1

- 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 Amendment #1

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 Amendment #1

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 Amendment #1

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 Amendment #1

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

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

NH Dept. Health & Human Services
The State

Familis First of the Greater Services
Name of the Contractor

Kathleen Alwan
Signature of Authorized Representative

Helen B. Taft
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Helen B. Taft
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

6/5/15
Date

4/15/15
Date

See
17

131
Baker



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

6/19/13 #131

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$69,936.00 with Families First of the Greater Seacoast, 100 Campus Drive, Suite 12, Portsmouth, NH 03801 (Vendor Code 166629-B001), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust the amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

100% Federal

05-95-93-930010-7858 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SOCIAL SERVICES BLOCK GRANT DD

Class/Account	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$34,968.00	\$34,968.00	\$69,936.00

EXPLANATION

This request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health Region 8 (a list of cities and towns that make up this region is attached). There are a total of twelve (12) PIH Regions that together provide service statewide. Each Region maintains family councils made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects: parent education, recreational and social activities, support groups and

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2013
Page 2

respite. Together, they link families, communities and the State, providing a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each Partners In Health site provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 90-100 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 22, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, Families First of the Greater Seacoast was selected to provide services to children and families residing in Region 8. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 90-100 children and their families will not have access to support for community integration, financial assistant, or case management related to their child's chronic health condition.

This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

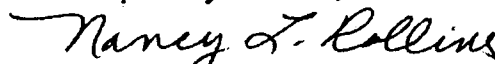
The total agreement price for SFY 2014 is not to exceed \$34,968.00 and for SFY 2015 is also not to exceed \$34,968.00.

Area served: Partners In Health Region 8. A list of cities and towns to be served is attached.

Source of funds: 100% Federal funds from the Social Services Block Grant.

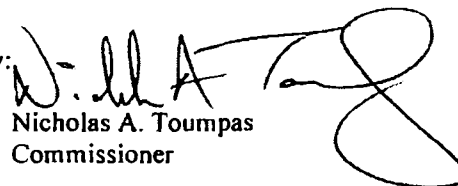
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

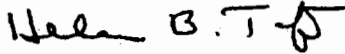
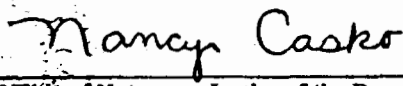
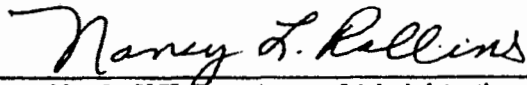
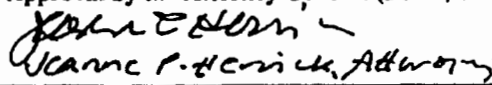
Subject: Family Support Services for Children and Adolescents with Chronic Health Conditions - Portsmouth Site

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 & Human Services Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive, Suite 12 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-422-8208	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$69,936.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Helen B. Taft, President/Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>4/10/13</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)  My Commission Expires March 7, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace Nancy Casko, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:
Date: 4/10/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF VOTE/AUTHORITY

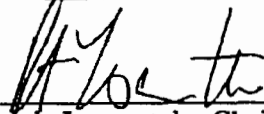
I, Patricia Locuratolo do hereby certify that:

1. I am a duly elected Chair of Families First of the Greater Seacoast.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 10, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, for the provision of Partners In Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 10th day of April 2013.
4. Helen B. Taft is the duly elected Executive Director/President of the Corporation.

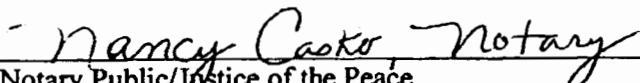


Patricia Locuratolo, Chair

4/10/13

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 10th day of April, 2013 by Patricia Locuratolo.



Notary Public/Justice of the Peace

Commission Expires: My Commission Expires March 7, 2017

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015.

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Families First of the Greater Seacoast

ADDRESS: 100 Campus Drive, Suite 12

Portsmouth, NH

03801

TELEPHONE: 603-422-8208

FAX: 603-422-8219

EMAIL: htaft@familiesfirstseacoast.org

EXECUTIVE DIRECTOR: Helen B. Taft, President/Executive Director

The Family Support Services/Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health site for Region 8 as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;

and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.

- 5 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 7 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges

facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.

- 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.
- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$69,936.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$40,443.00 for each fiscal year covered under this contract.

Contractor Initials: JAS

Date: 4/10/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Debarment, Suspension or Other Responsibility Matters**

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D and E, Section 76, regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2009 and terminate on June 30, 2011, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable."



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 2nd Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 2") dated this 18th day of May, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Visiting Nurse Association of Manchester and Southern New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1070 Holt Avenue, Suite 1400, Manchester, NH 03109.

WHEREAS, pursuant to an agreement (the "Contract") and an amendment (Amendment #1) approved by the Governor and Executive Council on June 19, 2013 (Item # 130) and on June 24, 2015 (Item #69) respectively, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2017.
- 2) Amend Form P-37, Block 1.8 to read \$302,100.
- 3) Delete Exhibit B Amendment #1 and replace it with Exhibit B Amendment #2.
- 4) Add Exhibit B-2 Budget.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



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

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

State of New Hampshire
Department of Health and Human Services

6/9/16
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

Visiting Nurse Association of Manchester and
Southern New Hampshire

6.7.2016
Date

Carla Braveman
Name: *Carla Braveman*
Title: *VP Home & Community Services*

Acknowledgement:

State of *New Hampshire*, County of *Hillsborough* on *June 7, 2016*, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Deborah J. Boisclair - Notary Public
Name and Title of Notary or Justice of the Peace

DEBORAH J. BOISCLAIR
Notary Public - New Hampshire
My Commission Expires July 22, 2020

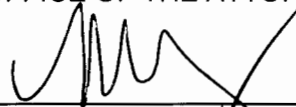


**New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/9/16


Name: Megan D. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2016 and June 30, 2017 shall not exceed:
 - 1.1. \$76,050 in SFY 2017 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 7, the Manchester geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-2 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$80,886 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-2 Budget

Bidder/Contractor Name: Visiting Nurse Association of Manchester and Southern New Hampshire

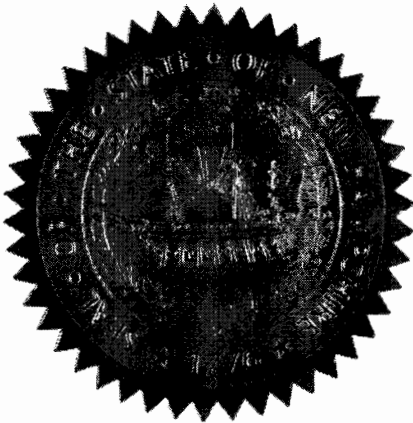
Budget Period: July 1, 2016 – June 30, 2017

Line Item	Total
Family Support (Staff) Services	\$36,050
Flex Funds (paid as spent)	\$40,000
TOTAL	\$76,050

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 VNA HOME HEALTH & HOSPICE SERVICES, INC. is a New Hampshire nonprofit corporation formed March 4, 1897. 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 27th day of May A.D. 2016

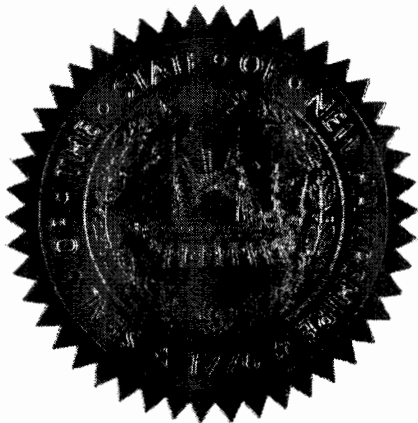
A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed December 10, 1985. 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 27th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Maryann LeClair, do hereby certify that:

(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of the Visiting Nurse Association of Manchester & Southern NH 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 June 7, 2016:

(Date)

RESOLVED: That the Vice President Home and Community Services, VNA of Manchester and Southern NH Inc.

(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 7 day of June, 2016.

(Date Contract Signed)

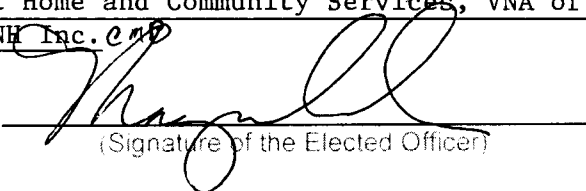
4. Carla Braveman is the duly elected Vice President of the VNA of Manchester and Southern NH Inc.

(Name of Contract Signatory)

Vice President Home and Community Services, VNA of Manchester

and Southern NH Inc. end

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 7 day of June, 2016.

By Maryann Leclair.

(Name of Elected Officer of the Agency)

Deborah J Boisclair - Notary Public
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: **DEBORAH J. BOISCLAIR**
Notary Public - New Hampshire
My Commission Expires July 22, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2016

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 Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED Elliot Health System One Elliot Way Manchester, NH 03103	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B: Safety National Casualty Corporation	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** W1441451 **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"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPX1369516	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AGC4053698	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance for the Visiting Nurse Association of Manchester & Southern NH Inc.

CERTIFICATE HOLDER

NH Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MISSION STATEMENT

Visiting Nurse Association strives to ...

INSPIRE Wellness

HEAL our Patients

Serve with Compassion in Every Interaction



INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Visiting Nurse Association of Manchester and
Southern New Hampshire, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates, which comprise the consolidated balance sheet as of June 30, 2015, and the related consolidated statements of operations and changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with 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 audit 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 financial position of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and Affiliates as of June 30, 2015, and the results of their operations and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A. who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, whose report dated September 10, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
September 8, 2015

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Consolidated Balance Sheets

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 2,897,138	\$ 1,753,837
Patient accounts receivable, less allowance for uncollectible accounts of \$316,613 and \$233,767 in 2015 and 2014, respectively	1,930,090	3,010,968
Non-patient receivables	29,853	10,087
Other current assets	<u>25,199</u>	<u>71,579</u>
Total current assets	4,882,280	4,846,471
Property and equipment, net	861,264	889,906
Assets limited as to use or restricted	<u>6,740,542</u>	<u>6,500,444</u>
Total assets	<u>\$ 12,484,086</u>	<u>\$ 12,236,821</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 210,407	\$ 357,193
Accrued compensation and related expenses	1,475,219	1,397,946
Due to third party payers	94,982	94,982
Due to affiliates	216,027	190,805
Other current liabilities	<u>-</u>	<u>8,198</u>
Total current liabilities	1,996,635	2,049,124
Accrued pension liability	<u>2,383,256</u>	<u>1,971,560</u>
Total liabilities	<u>4,379,891</u>	<u>4,020,684</u>
Net assets		
Unrestricted	7,606,294	7,718,236
Temporarily restricted	34,841	34,841
Permanently restricted	<u>463,060</u>	<u>463,060</u>
Total net assets	<u>8,104,195</u>	<u>8,216,137</u>
Total liabilities and net assets	<u>\$ 12,484,086</u>	<u>\$ 12,236,821</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Patient service revenue, net of contractual allowances and discounts	\$ 17,859,724	\$ 18,261,338
Provision for bad debts	<u>(189,910)</u>	<u>(147,572)</u>
Net patient service revenue	17,669,814	18,113,766
Other operating revenue	<u>514,247</u>	<u>542,657</u>
Total operating revenue	<u>18,184,061</u>	<u>18,656,423</u>
Operating expenses		
Salaries and benefits	15,494,741	14,860,886
Other operating expenses	2,504,249	2,605,265
Depreciation	<u>143,728</u>	<u>52,209</u>
Total operating expenses	<u>18,142,718</u>	<u>17,518,360</u>
Operating income	<u>41,343</u>	<u>1,138,063</u>
Non-operating gains		
Contributions	111,433	908,765
Investment return	<u>53,165</u>	<u>744,873</u>
Total non-operating gains	<u>164,598</u>	<u>1,653,638</u>
Excess of revenues over expenses	205,941	2,791,701
Pension adjustment	<u>(317,883)</u>	<u>(152,520)</u>
Change in unrestricted and total net assets	(111,942)	2,639,181
Net assets, beginning of year	<u>8,216,137</u>	<u>5,576,956</u>
Net assets, end of year	<u>\$ 8,104,195</u>	<u>\$ 8,216,137</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ (111,942)	\$ 2,639,181
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	143,728	52,209
Bad debt expense	189,910	147,572
Investment return	(53,165)	(744,873)
Pension adjustment	317,883	152,520
(Increase) decrease in the following assets		
Patient accounts receivable	890,968	(1,645,141)
Non-patient receivables	(19,766)	(1,686)
Other current assets	46,380	25,869
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(146,786)	122,710
Accrued compensation and related expenses	77,273	287,073
Due to affiliates	25,222	(84,843)
Other current liabilities	(8,198)	(28,036)
Pension liability	<u>93,813</u>	<u>67,341</u>
Net cash provided by operating activities	<u>1,445,320</u>	<u>989,896</u>
Cash flows from investing activities		
Capital expenditures	(115,086)	(874,361)
Increase in assets limited as to use or restricted	<u>(186,933)</u>	<u>(594,141)</u>
Net cash used by investing activities	<u>(302,019)</u>	<u>(1,468,502)</u>
Net increase (decrease) in cash and cash equivalents	1,143,301	(478,606)
Cash and cash equivalents, beginning of year	<u>1,753,837</u>	<u>2,232,443</u>
Cash and cash equivalents, end of year	<u>\$ 2,897,138</u>	<u>\$ 1,753,837</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. (VNAMSNH) is a non-stock, non-profit corporation organized in New Hampshire.

As of June 30, 2000, VNAMSNH became a wholly-owned subsidiary of Elliot Health System (the System). Elliot Health System is a holding company for a wide range of health care organizations providing comprehensive health care services to residents throughout southern New Hampshire.

VNAMSNH's primary purpose is to provide management services to the following affiliated organizations. The affiliation is accomplished through common board members.

Affiliates

VNA Home Health and Hospice Services, Inc. (VNAHHHS) was organized January 1, 1986 as a non-stock, non-profit corporation in New Hampshire. VNAHHHS's primary purposes are to provide home health care, hospice and child health services to residents in the city of Manchester and the surrounding communities.

VNA Personal Services, Inc. (VNAPS) was organized January 1, 1986 in New Hampshire as a non-stock, non-profit corporation. VNAPS provides personal care and private duty services to residents in the city of Manchester and the surrounding communities.

Principles of Consolidation

The consolidated financial statements include the accounts of VNAMSNH and its affiliates VNAHHHS and VNAPS (collectively, the Association). The affiliations are through common board membership. All material intercompany balances and transactions have been eliminated in consolidation.

The 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).

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.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Association 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 statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained, the Association reports expirations of donor restrictions at the time qualifying expenditures have been incurred.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Association. Generally, the donors of these assets permit the Association to use all or part of the income earned on related investments for general or specific purposes.

Income Taxes

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

Use of Estimates

The preparation of consolidated financial statements, in accordance 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 consolidated financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Excess of Revenue over Expenses

The Statements of Operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, consistent with industry practice, consist of pension liability changes that have not yet been recognized in pension expense.

Cash and Cash Equivalents

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

The Association has cash deposits in a major financial institution in excess of \$250,000, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Association has not changed its methodology for estimating the allowance for uncollectible accounts at June 30, 2015 and 2014.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 233,767	\$ 202,127
Provision	189,910	147,572
Write-offs	<u>(107,064)</u>	<u>(115,932)</u>
Balance, end of year	<u>\$ 316,613</u>	<u>\$ 233,767</u>

The increase in the current year provision is primarily due to Medicare billing inquiries, a home health industry-wide issue.

Investments

Investments include donor endowment funds, donor restricted investments and board designated net assets. Accordingly, investments have been classified as non-current assets on the accompanying consolidated balance sheet regardless of maturity or liquidity. The Association investments are pooled with the System investment portfolio and its allocable portion of investments is reflected in the balance sheets. The Association, in conjunction with the System, has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the recognized change in fair value are included in the excess of revenue over expenses unless otherwise stipulated by the donor or State Law.

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

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Assets Limited as to Use or Restricted

Assets limited as to use or restricted include assets designated by the governing board and donor-restricted contributions.

Property and Equipment

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

Patient Service Revenue

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

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

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

Donor Restricted Gifts

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

Donor restricted endowment gifts are reported as assets limited as to use.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity. The Association had temporarily restricted net assets representing donor restricted contributions of \$34,841 at June 30, 2015 and 2014. These contributions are restricted to the parent/child program. Permanently restricted net assets representing endowments of \$463,060 at June 30, 2015 and 2014.

Gifts of Long-lived Assets

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of 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 long those long-lived assets must be maintained, expiration of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Workers' Compensation

The System established a self-insured irrevocable workers' compensation trust to fund anticipated losses for workers' compensation claims in which the Association participates. The System maintains an excess insurance policy to limit its exposure on claims to \$650,000 per occurrence. Reserves for claims made and potential unreported claims have been established to provide for incurred but unpaid claims. The amount of the reserve has been determined by an actuarial consultant. The Association's allocable portion of insurance costs is charged to the Association by the System.

Employee Health and Dental Insurance

The System maintains a self-insured health and dental plan in which employees of the Association participate. Under terms of the plan, employees and their dependents meeting certain eligibility requirements may participate in the plan. The System is responsible for the administration of the plan and any resultant liability incurred. The System maintains individual stop-loss insurance coverage. The Association's allocable portion of insurance costs is charged to the Association by the System.

Retirement Benefits

The Association participates in a defined benefit pension plan for certain employees, the Elliot Health System Pension Plan (the Plan).

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Effective July 1, 2006, the Plan was amended to close the Plan to employees hired after June 30, 2006. Eligible employees hired prior to July 1, 2006 are grandfathered under the Plan and will continue to accrue benefits as long as they remain employed by a participating System entity and in an eligible status.

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974 (ERISA), plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

Contributions allocated to System member employees, and the timing of payment of those contributions, are determined by System actuaries. The Association recorded pension expense related to the Plan of \$332,885 in 2015 and \$310,740 in 2014.

The System provides a defined contribution program for all eligible employees hired on or after July 1, 2006. Under this program, eligible employees may receive annual employer contributions to a System sponsored tax sheltered annuity plan or 401(k) plan up to 3% of annual base pay.

The System also provides discretionary matching contributions to a tax sheltered annuity plan or 401(k) plan equal to one-half of the employee's contribution to a maximum 4% of their annual base pay.

Total expense incurred by the Association was \$272,768 and \$200,021 under the defined contribution plan for 2015 and 2014, respectively.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

2. Investments

Investments are reported as assets limited as to use or restricted. Investments are stated at fair value and consisted of the following:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 448,350	\$ 537,925
Equity securities	3,901,428	3,622,669
U.S. Government Bonds obligations and corporate bonds	1,810,965	1,872,543
Alternative investments	<u>579,799</u>	<u>467,307</u>
Total investments	<u>\$ 6,740,542</u>	<u>\$ 6,500,444</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Investment income and realized and unrealized gains (losses) on investments consisted of the following:

	<u>2015</u>	<u>2014</u>
Unrestricted investment income		
Other operating revenue:		
Investment income	\$ 124,753	\$ 145,325
Non-operating gains and losses:		
Realized gain on investments	98,160	131,531
Net unrealized (loss) gain on investments	<u>(44,995)</u>	<u>613,342</u>
Total	<u>\$ 177,918</u>	<u>\$ 890,198</u>

Cash and cash equivalents included as part of investments are not included in cash and cash equivalents for reporting on the statement of cash flows.

Fair Value of Financial Instruments

ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The fair value of 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.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Assets measured at fair value are summarized below:

	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>2015</u>				
Investments				
Cash and cash equivalents	\$ 448,350	\$ 448,350	\$ -	\$ -
Marketable equity securities	3,901,428	3,901,428	-	-
U.S. Government obligations and corporate bonds	1,810,965	1,810,965	-	-
Alternative investments	<u>579,799</u>	<u>-</u>	<u>-</u>	<u>579,799</u>
	<u>\$ 6,740,542</u>	<u>\$ 6,160,743</u>	<u>\$ -</u>	<u>\$ 579,799</u>
<u>2014</u>				
Investments				
Cash and cash equivalents	\$ 537,925	\$ 537,925	\$ -	\$ -
Marketable equity securities	3,622,669	3,622,669	-	-
U.S. Government obligations and corporate bonds	1,872,543	1,872,543	-	-
Alternative investments	<u>467,307</u>	<u>-</u>	<u>-</u>	<u>467,307</u>
	<u>\$ 6,500,444</u>	<u>\$ 6,033,137</u>	<u>\$ -</u>	<u>\$ 467,307</u>

The Association's Level 3 investments consisted of alternative investments, which total \$579,799 and \$467,307 at June 30, 2015 and 2014, respectively. The alternative investments consist of interests in six funds that are not actively traded.

Alternative Investments

The Association invests in certain alternative investments that include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Association values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified as Level 3.

Association management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 467,307	\$ 147,040
Unrealized gains on investments held	11,645	86,015
Additional purchases and capital contributions	105,789	327,309
Capital distributions and investments sold	<u>(4,942)</u>	<u>(93,057)</u>
Balance, end of year	\$ <u>579,799</u>	\$ <u>467,307</u>

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Furniture and equipment	\$ 1,472,732	\$ 1,672,252
Less accumulated depreciation	<u>611,468</u>	<u>782,346</u>
Property and equipment, net	\$ <u>861,264</u>	\$ <u>889,906</u>

4. Assets Limited as to Use or Restricted

Assets limited as to use or restricted consisted of the following board designated and donor restricted investments:

	<u>2015</u>	<u>2014</u>
Designated by the governing board:		
For future use	\$ 6,242,641	\$ 6,002,543
Donor restricted:		
Temporarily	34,841	34,841
Permanently	<u>463,060</u>	<u>463,060</u>
Total	\$ <u>6,740,542</u>	\$ <u>6,500,444</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

5. Endowments

Interpretation of Relevant Law

There were no board designated endowments. The Association's endowments primarily consist of an investment portfolio managed by the System. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the Act, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Association and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Association
- (7) The investment policies of the Association

Spending Policy

The Association has a policy of appropriating for expenditure an amount equal to total investment return earned on endowments. As a result, the endowments are reported based on the historical cost value at the time of contribution.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Association to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2015 and 2014.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>				
Donor-restricted endowment funds	\$ <u>-</u>	\$ <u>-</u>	\$ <u>463,060</u>	\$ <u>463,060</u>
<u>2014</u>				
Donor-restricted endowment funds	\$ <u>-</u>	\$ <u>-</u>	\$ <u>463,060</u>	\$ <u>463,060</u>

6. Patient Service Revenue

Patient service revenue provided was as follows:

	<u>2015</u>	<u>2014</u>
Gross fees:		
Medicare	\$ 17,021,832	\$ 16,679,906
Medicaid	1,861,535	2,029,904
Private pay	510,582	1,010,266
Private insurance	<u>2,311,803</u>	<u>2,270,640</u>
Gross patient service revenue	21,705,752	21,990,716
Contractual allowances and discounts	(3,846,028)	(3,729,378)
Provision for bad debts	<u>(189,910)</u>	<u>(147,572)</u>
Net patient service revenue	<u>\$ 17,669,814</u>	<u>\$ 18,113,766</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The Association is able to provide these services with funds received through local community support and state grants. Local community support consists of contributions and United Way and municipal appropriations.

7. Functional Expenses

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

	<u>2015</u>	<u>2014</u>
Program services	\$ 16,228,126	\$ 15,633,256
Administrative and general	<u>1,914,592</u>	<u>1,885,104</u>
 Total	 <u>\$ 18,142,718</u>	 <u>\$ 17,518,360</u>

8. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source at June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Medicare	65 %	71
Medicaid and other	<u>31</u>	<u>21</u>
 Total	 <u>100</u>	 <u>100</u>

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

**VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

9. Commitments and Contingencies

Medical Malpractice Insurance

The Association maintains medical malpractice insurance coverage on a claims-made basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. generally accepted accounting principles require the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2015. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available in future periods.

10. Related Party Transactions

The Association incurs operating expenses that have been charged by the System. Those expenses include worker's compensation, health and dental insurance, pension expense, occupancy costs, purchased services and other administrative costs.

The Association incurred the following expenses with the System:

	<u>2015</u>	<u>2014</u>
Salaries and benefits	\$ 2,786,943	\$ 1,832,622
Workers' compensation	109,679	159,371
Pension expense	332,885	310,740
Occupancy	356,041	308,936
Program supplies	196,556	167,627
Other administrative costs	<u>172,630</u>	<u>162,912</u>
Total	<u>\$ 3,954,734</u>	<u>\$ 2,942,208</u>

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through September 8, 2015, which is the date the financial statements were available to be issued.

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



VISITING NURSE ASSOCIATION
of Manchester & Southern New Hampshire

VNA BOARD OF TRUSTEES

Mary Ann Aldrich
Lisa Dibrigida
Daniel Fortin
Don Graff
John Hession
Maryann Leclair
Rochelle Lindner
Selma Naccach-Hoff
Terry Pfaff
Buddy Phaneuf
Anita Ritenour
David Steadman

Carla Braveman, BSN, RN, M.Ed, CHCE

Objective

To lead a large and diverse home and community based services organization to a higher level of organizational excellence and vision to better meet the needs of those entrusted to our care.

Summary

I present with over 30 years experience in senior and executive level positions within home health, hospice and palliative care. During that time, I have developed a unique proficiency in fiscal management while enhancing the clinical outcomes of patients and the satisfaction of staff. I am known as a national leader in the home care and hospice field, holding elected office for 4 elected terms on the National Association for Home Care and Hospice's board of Directors. I have experience in varied home care operations including private duty, Medicare Certified home care, hospice, community case management, high tech nursing, visiting physician services, and palliative care consultation teams. I have been successful at combining the lessons in efficiency and productivity learned in the for profit arena with a passion for execution of the mission in the non profit arena. I have been able to apply my leadership skills in a variety of organizational structures from home health, to hospice, to agencies with a full spectrum of services.

Experience

Elliot Health System

**VNA of Manchester and Southern New Hampshire
Manchester, NH**
VP for Home and Community Services

2011- present

Big Bend Hospice, Inc

Tallahassee, Florida
CEO and President

2006 – 2011

Agency Summary: Big Bend Hospice is a non profit, state licensed and Medicare Certified hospice program in Northern Florida. BBH provides hospice services across 8 counties and over 5,000 square miles. Staff traveled more than 1 million miles in 2009. Services provided include traditional hospice services at home, a 12 bed free standing general inpatient unit, counseling for children, and community based bereavement services. The budget was \$17 million in 2006, and is now \$23 million in 2010.

LONG-RANGE STRATEGIC PLANNING

- Developed the first strategic plan that the organization has had in many years. Included key community stake holders, staff, and board members in the plan development. This plan has guided our success for the last 3 years.
- Utilizes the strategic plan as a work plan for the organization instead of a book that collects dust off of the shelf.
- Includes measurable outcomes in all aspects of the plan which are used in the agency quality compass, and reported quarterly to the Executive Committee of the board, and the Board of Directors.
- Oversaw the planning process to expand our General Inpatient Hospice House from 12 to 24 beds, including a assessment of need, financial analysis and assessment of fundraising potential.

- Contracted with the local tertiary care facility for BBH to provide physician staffing for their palliative care program.

OPERATIONS

- Improved staff satisfaction in the first two years from a 33% 'satisfied' to 89% 'satisfied'.
- Selected and implemented the HealthWise computer system to fully integrate across the entire agency. Achieved an employee overall satisfaction score of 84% taken 2 months after the computer implementation.
- Created a marketing program within the agency and grew the census from a average Daily Census of 237 patients in 2006 to an ADC of 359 patients in 2009.
- Quality and satisfaction indicators have been benchmarked and exceed national measures.
- Achieved a near perfect Community Health Accreditation Program score, including receiving commendations on one program.
- Achieved 5 stars out of a possible 5 stars in all of the state reported quality indicators in Florida.
- Changed operational processes to improve efficiency and effectiveness of the organization.
- Improved patient/ family satisfaction and clinical outcomes by using evidence based practice and external national benchmarks to measure improvements.
- Patient/ Family satisfaction exceed national benchmarks in all of the Deyta Key Quality Indicators.

BOARD RELATIONS

- Oversees and manages both of the Boards- BBH, Inc Board responsible for fulfillment of the mission, and BBH Foundation Board responsible for fundraising and investment of our funds.
- Took the lead in the revision of the BBH, Inc bylaws as part of the board/ staff committee.
- Developed a Board Orientation manual for both boards.
- Negotiated an arrangement with the United Way to waive the board tenure requirement, replacing it with allowing up to 30% of the board members to have more than 6 years of service.
- Worked with the Board Development Committee to improve the diversity on the board. This now mirrors the diversity of the patients we serve.
- President of the Big Bend Hospice Foundation, the fund development arm of the organization.
- Worked with attorneys and board to redefine the By Laws for the organization.

FINANCE

- Reversed a management letter in the audit received in the first year of my tenure with a 17 page management letter with multiple material weaknesses and significant deficiencies to no material weaknesses in the 2nd year, and currently with no material weaknesses or significant deficiencies as of 10/1/09 audit.
- Reversed financial losses from 2006 to a profit margin of 8% in 2008 and 9% in 2009.
- Developed a Fundraising department, hired staff, and achieved a \$1.5 million year in 2009.
- Improved staffing matrix to match national standards while improving clinical outcomes, staff satisfaction and financial status.

EXTERNAL RELATIONS

- Refocused the community relations activities, based on community research, to message the value to the recipient vs. the traditional list of services we provide.

- Comfortable interacting with and presenting to various groups, both large and small, about our mission in the community.
- Graduated from the Leadership Tallahassee year long community leadership program.

NEW CONSTRUCTION

- Developed the RFP for architect services for new hospice house expansion.
- Received approval from the Board of Directors to initiate the architectural services.

VNA & Hospice of Cooley Dickinson

2001 – 2006

Northampton, Ma

Executive Director

Agency Summary: A medium sized home care/ hospice agency located in rural western Massachusetts. We employed 125 employees/ 77 FTE's with an annual budget of \$7,000,000. This agency was a merger 2 years earlier by 2 VNA's, 1 hospice, and the hospital. We were a fully owned subsidiary of Cooley Dickinson Hospital, part of the Dartmouth-Hitchcock Alliance.

As the Executive Director, was responsible for all aspects of the organization. I regularly interacted with the hospital board of trustees as well as various board committees. This agency was a merger of 2 VNA's, 1 hospice and the hospital 2 years earlier. We worked to create an identity as one agency within a larger health care system. During my tenure, we developed a palliative care service in the Home Care program, a Physician Based Palliative Care Consultation Team, and a Visiting Physician program serving homebound elders in the community. This position provided me valuable insight into hospital operations, quality metrics, and operating practices.

LONG-RANGE STRATEGIC PLANNING

- Hired and worked with Fazzi and Associates to create an agency turnaround that encompassed creation of a culture for the new organization as part of the hospital system, focused on quality, fiscal accountability, and customer outcomes. This effort was very successful.
- Unsuccessfully proposed a management alliance across all hospice programs in Western Massachusetts to the 2 other hospice programs in the valley.

OPERATIONS

- Reported to the President of Cooley Dickinson Hospital and serves as a member of the Hospital Senior Management Team.
- Achieved improved clinical outcomes and home health compare scores, moving up to be 2nd out of 6 agencies versus bottom.
- Created a culture of service and quality.
- Voluntarily participated with the Massachusetts PRO/ Quality Improvement Organization project to decrease re-hospitalizations of VNA patients under Medicare.
- Managed the community based case management service, paid for by Cooley Dickinson Hospital, which decreased re-hospitalization and emergent care for Congestive Heart Failure patients discharged from the hospital.

BOARD RELATIONS

- A special board committee of the Cooley Dickinson Hospital Board was developed to provide focused oversight of the VNA & Hospice due to its' significant financial losses. This group voluntarily disbanded after 1 year due to the success of the operational turnaround.
- Reported through the hospital Board. Attended board meetings, interacted with the board, occasionally presented to the board.

FINANCE

- Responsible for a financial and quality initiative that moved the agency from a \$1,000,000/year loss to 3.5% profit from operations through a redesign of organizational structure, processes, and expectations.

EMPLOYEE RELATIONS

- Managed the Mass Nurses Association union contract including being the lead negotiator successfully completing the contract negotiations within a 1 month timeline. The previous negotiations lasted more than 18 months.

**Baystate Health System
Springfield, Ma**

1996- 2001

Baystate Health System is a 3 hospital system in Western Massachusetts. I was privileged to work initially for Franklin Medical Center, then through consolidation of the home and community based services, then was promoted to a system wide position in Springfield, MA.

*VNA and Hospice of Western New England, Inc.,
Springfield, MA
Hospice Director*

1999 - 2001

Position Summary: Clinical Director for two hospice programs with combined daily census of 100 patients and combined budgets of \$4,750,000. Responsible for daily operations with a licensed and unlicensed staff of 65 plus over 175 volunteers. Functions included marketing, fundraising, clinical supervision, personnel management, regulatory compliance, budgeting and financial management of the department, community and professional education, and performance improvement. Managed contract compliance within an unusual union environment- the VNA nurses were unionized, the Springfield Hospice nurses were non-union, and the Greenfield nurses were unionized as part of the hospital contract.

Accomplishments included JCAHO survey with score of 100%, assimilation of processes and practices at both sites, enhancement of clinical practice with evidence based practice and chair and facilitator on Pain Performance Improvement project

*Hospice Program Manager
Interim Oncology Manager
Greenfield, MA*

*6/96 – 2/99
8/98- 2/99*

VNA and Hospice of Western New England at Franklin Medical Center, Greenfield, MA

Position Summary: Responsible for daily operations of a small hospital based hospice program with 13 FTE's and a budget of \$800,000. Functions included marketing, fundraising, clinical supervision, personnel management, regulatory compliance, budgeting and financial management of the department, community and professional education, and performance improvement. Accomplishments included development of Nursing Home program expansion of the hospice program and the building of relationships with physicians and hospital staff. I was responsible for compliance with the Mass Nurses Association union contract for the RN staff as a work unit within the hospitals' union contract.

**Hospice of Hampshire County
Northampton, MA**

1/94 to 6/96

Director Of Clinical Services

Position Summary: Clinical Supervision of 5 hospice teams in 3 offices with 50 - 60 clinical staff. Responsible for Quality Assurance, regulatory compliance, clinical supervision, and quality of care delivered. Accomplishments included the development of Medicare Certified Home Care program within hospice with achievement of initial state and Medicare certification.

**Americare in Home Nursing
Falls Church, Va**

2/92 to 1/94

Executive Director

Position Summary: Responsible for leadership of this large, multi-state, for-profit, Medicare certified home care agency. The company employed over 200 staff with an annual budget of over \$15,000,000. Reported to the Board of Directors. Developed a strategic plan to implement home health episodic payment in 1994, several years prior to the implementation of the Interim Payment System and Prospective Payment System under Medicare. Converted the operations from a 'staffing agency' to a full service high tech home health agency. Achieved regulatory compliance with DPH and Medicare Certification. Converted an annual loss of (\$600,000) to a profit of \$500,000.

OptiFax Associates

8/90 to 2/92

Annandale, VA

Executive Director

Position Summary: Responsible for daily operations in this physician and hospital system owned medical clinic. This included marketing, customer services, and financial management including budget preparation, processing of payroll, accounts payable, accounts receivable, and inventory management. Reported to the Board of Directors which included Innova Health System, a dialysis physician group, and an independent physician. Learned financial management, marketing, customer services, and physician practice management first hand.

**Hospice of Northern Virginia
Arlington, VA**

12/88 to 8/90

DIRECTOR OF CLINICAL SERVICES & ASSISTANT ADMINISTRATOR

Position Summary: Responsible for daily operations of large hospice program with 4 teams and two acute care facilities with average daily census of over 125 patients and a staff of over 100. Accomplishments included JCAHO re-accreditation as hospital, home care agency and hospice, and clinical team development.

Washington Home Care– a subsidiary of Northwest Hospital System 1/87 to 8/88
Seattle, WA.

Director Of Patient Care Services, Private Services Administrator & Agency Administrator

Position Summary: This agency had 3 offices which provided private duty services and Medicare home care services. I held numerous positions with escalating levels of responsibility. These positions had multi site responsibility and included the expansion of one location and the strengthening of ties with the Inpatient Hospice program & health system

United Cerebral Palsy Residential Center 5/86 to 12/86
Seattle, WA
Consulting Director Of Nursing

Accomplishments: Successful completion of state survey process

ExtraCare, Subsidiary of Visiting Nurse Services 7/85 to 5/86
Seattle, WA
Program Administrator

Position Summary: Responsible for development of a 3 month old private duty program for the VNA of Seattle/King County. Reported to the Board of Directors. Managed an office staff of 4 with a per diem staff of 50. Functions included program development, marketing, community relations, clinical supervision, and financial management. Accomplishments included achieving profitability and a growth of volume by 50%.

Community Health and Counseling Services 5/83 to 5/85
Bangor, ME
Area Manager

Position Summary: Clinical manager for Medicare certified home care branch office including home care aides, RN, SW, PT, ST, OT, Aides and support staff in the Penobscot County area. Directly supervised 15 staff.

St. Joseph Hospital School of Nursing 7/79 to 5/83
Bangor, ME
Nursing Instructor, Medical Surgical Nursing in a RN Diploma program

Eastern Maine Medical Center 7/78 to 7/79

Bangor, ME

Staff Nurse And Assistant Charge Nurse

Education

UNIVERSITY of Maine

Orono, Maine

Masters in Education

Studies focused on educational administration, business and human resources management. May 1982

St. Anselm's COLLEGE

Manchester, NH

Bachelor Science in Nursing

May 1978

Current Relevant Associations

New Hampshire Hospice and Palliative Care Organizations, Board member 2011- present

New Hampshire Hospice and Palliative Care Organizations, Chair 2013-2015

Riverwoods at Exeter, Board of Directors, 2015- present

Past Relevant Associations

Chair of the Hospice Association of America, January 2010- 2012

Board Member National Association for Home Care and Hospice, January 2010 - 2012

Chair of the Florida Hospice and Palliative Care Association, January 2010 – 2011

Chair of the NAHC Ad Hoc Medicare Cost Report Committee, April 2009- 2012

Florida State University College of Nursing Professional Advisory Board – January 2007 – 2011

Treasurer, Florida Hospice and Palliative Care Organization 2009 – 2010

NHPCO Standards and Quality Committee – October 2006 – 2009

Florida Hospice and Palliative Care Organization Board- August 2006 -2009

Leadership Tallahassee Graduate, Class of May 2009

Home and Health Care Association of Mass, Board of Directors, 2006

StayPut Amherst (retirement community without walls) founding co-director 2006

Massachusetts Hospice and Veterans Partnership Steering Committee, 2004 – 2006

Center for Excellence, Holyoke Community College, 2004 – 2006

Medicare Region 1 Fiscal Intermediary Hospice Advisory Group 1998 – 2006

National Association for Home Care – Board Member 2002 – 12/31/05

Hospice Association of America, Advisory Board Member- 2001, Chair 2002- 12/31/05

Amherst Nursing Center Advisory Board 2001 – 2004

Hospice and Palliative Care Federation of Massachusetts, Board of Directors, 1997 – 2006

Hospice and Palliative Care Federation of Massachusetts, Clerk of the Board 2001-2002

Hospice and Palliative Care Federation of Massachusetts, President 1998 – 2001

Hospice Federation of Massachusetts -Treasurer 1997/98

Virginia Association for Home Care - Vice-President

Cooley Dickinson hospital Ethics Committee co-chair 2001- 2004, member 2005 – 2006

Licensure

Registered Nurse- Currently licensed in Massachusetts and Florida.

Certification

Certified Home Care and Hospice Executive (CHCE), by the National Association for Home Care and Hospice. Expires in 2012

Publications

PUBLICATIONS:

NAHC Caring Magazine, The Evolution of Hospice Bereavement Counseling to Include Music Therapy, page 44- 49, Vol XXVIII, No 9 Haskins, Vargo, and Braveman

NAHC Caring Magazine, Organizational Excellence through Strategic Planning and Performance Improvement, Vol XXVII, No 11, November 2008

Caring Magazine, Learners Inherit the Earth, Vol XXVI, No 1, page 44-47, January 2007

Recommendations for streamlining hospice short- stay patient admissions, Caring Magazine, Vol XXIII, No 11 November 04

The Challenges and Rewards of Rural Hospice Caring Magazine, Vol XXIII, No 5 May 2004

Providing Hospice Services for Residents of Extended Care Facilities, Carla Braveman, Caring Magazine, Vol XXI, No 10, pg 12 – 20

Discontinuation of Dialysis: the role of Hospice and Palliative Care, Carla Braveman and Dr. Lewis Cohen, AAHPN Bulletin, Volume 3, Number 1, Fall 2002, Quarterly Newsletter of the American Academy of Hospice and Palliative Medicine

Thank Your From the Hospice Team, Caring Magazine, April 2001

Performance Improvement in Pain Management, Braveman and Rodrigues, American Journal of Hospice and Palliative Care, July/August 2001.

Hospice, Hampden County Medical Society Newsletter, October 2000

Utilization Review of Hospice Home Care, P Berman and C Braveman, American Journal of Hospice and Palliative Care, March/April 1996

References Available Upon Request

Donna Frizzell, RN

Attentive leader with over 20 year experience in Home care management, possessing exceptional skills of communication, project execution and team development. Thrives in challenging organizational initiatives. Special interest in leadership development and patient experience process improvement.

Experience

VNA of Manchester and Southern New Hampshire *Manchester, NH* *2015 –present*

Clinical Director

Reports to VP of Homecare and Community Services

Implemented successful strategic scheduling triage system

Developed policy to support Medicare regulatory requirements

Responsible for 138 clinicians and administrative personnel

Directs agency operations to increase revenue, improve patient and staff satisfaction while meeting regulatory requirements.

Redesigned education program

VNA of Manchester and Southern New Hampshire *Manchester, NH* *1998 – 2015*

Program Manager

Report to Clinical Director

Managing up to 100 employees clinical and administrative including 3 clinical managers

Supervises Partners in Health, Maternal Child Health and the Intake department

Direct responsibilities for recruitment, interviewing, hiring, scheduling, training, performance evaluations and termination activities.

Contributes Medicare/JCAHO accreditation processes

VNA of Manchester and Southern New Hampshire *Manchester, NH* *1992 – 1998*

Clinical Manager

Report to Clinical Director

Direct and indirect patient care services within both institutional and home care setting

Responsibilities for operations and personal supervision

Donna Frizzell, RN

Administrative support and management (BCBS, Medicaid admitting procedures) as well as immediate involvement with policy development

Implemented a Self-Directed Work Team concept.

Education

Master of Science in Nursing With a focus in nursing leadership <i>Walden University</i>	2016	Minneapolis, MN
Associates of Science in Nursing <i>New Hampshire Technical Institute</i>	1992	Concord, NH

Associations & Memberships

American Nurses Association

New Hampshire Nurses Association

Sigma Theta Tau International honors society
Epsilon Tau chapter

Elliot Health System Patient Experience CPT member

Maxwell, Richard CPA, MBA, CHFP

Experience

Director of Financial Development

Elliot Hospital, Manchester, NH

July 2001 –Present

Direct Activities of Department Including Monthly Reserve Analysis, Statistics Capture, FTE Reporting, Manage System's Budget Process

Maintain Decision Support System and Provide Detailed Reporting as Requested

Produce Medicare Cost Report, 990s Information, Annual Surveys

Manager of Decision Support

Elliot Hospital, Manchester, NH

June 1995 – July 2001

Manage Decision Support System

Participate in Budget Development for System

Produce Detailed Reports for Organization

Accounting Manager

Northeast Health Services, Manchester, NH

May 1991 – June 1995

Manage Close and Produce Monthly Financial Statements

Coordinate Audit Activity for Organization

Produce Reports and Analyses

Manage Staff of Five

Director of Internal Audit

Elliot Hospital, Manchester, NH

March 1988 – May 1991

Produce and Execute Annual Audit Plan

Interface with External Auditors

Perform Special Studies Requested by Board

Education

Masters in Business Administration

University of NH, Durham, NH

May 1985

Bachelor of Arts

University of NH, Durham, NH

May 1979

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: Visiting Nurse Association of Manchester and Southern NH Inc.

Name of Program/Service: Family Support Services for Children and Adolescents with Chronic Health Conditions

BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17)		Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract (Excludes Medicaid)
Name & Title Key Administrative Personnel				
Carla Braveman, Vice President		\$225,097	0.00%	\$0.00
Donna Frizzell, Director Home Care & Community Services		\$101,754	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		\$326,851	\$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.



STATE OF NEW HAMPSHIRE

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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
FAX: 603-271-5166 TDD Access: 1-800-735-2964

May 26, 2015

Handwritten initials: LA DM

Handwritten note: 4/24/15 #69

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, Division of Community Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into amendments to existing Agreements with the vendors listed below to provide family support services for children and adolescents with chronic health conditions and their families, by increasing the price limitation by \$317,483.91, from \$610,602.00 to \$928,085.91, and by extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016. Governor and Executive Council approved the original agreements on June 19, 2013 (Items #127, 128, 129, 130 and 131). 100% Federal Funds.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

Table with 5 columns: Vendor, Location, Current Amount, Increase / Decrease, Modified Amount. Rows include Child & Family Services, Central New Hampshire VNA & Hospice, White Mountain Community Health Center, Visiting Nurse Association of Manchester and Southern New Hampshire, Families First of the Greater Seacoast, and a TOTAL row.

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget.

EXPLANATION

This request seeks to continue five agreements with non-profit contractors that provide family support services for children with chronic illnesses and their families who reside in specific Partners in Health regions. There are a total of twelve (12) regions across the State (Attachment I). These five contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
Page 2

contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining regions covered under separate agreements with four (4) Area Agency contractors. The Area Agency contracts have similarly been requested for extension under a separate item submitted to the Governor and Executive Council

Each Partners in Health region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects, including: parent education, recreational and social activities, support groups, and respite. Together, they link families, communities and the State, and provide a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each contractor provides a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, provide flexible funding for such things as emergency food, medicine and transportation, enhance communication with schools and attend IEP meetings, and make special arrangements during hospitalizations and discharge.

Should Governor and Executive Council not approve this Request, the chronically ill children served through these vendors will not receive the supportive services necessary to maintain their health at optimum levels, and their parents will struggle to coordinate the complex health needs their children face. Impacted children may experience increased rates of hospitalization, and parents may struggle to maintain employment as a result.

These agreements were competitively bid through a request for proposal published on the Department of Health and Human Services website from January 16, 2013 to January 25, 2013. A copy of the bidding results is attached. The request for proposal, original agreements and Governor and Executive Council requests included an option to renew and extend these agreements for a two-year period. The Department has a number of health service delivery shifts underway at this time, which are likely to affect the children served by these agreements in the coming year, and is seeking only a one year extension while retaining the final year right to renew and extend the agreements. The vendors are working collaboratively with the Department and agree with this approach.

Area served: statewide.

Source of funds: 100% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR75

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

Respectfully submitted,



Lorene Reagan, MS, RN
Bureau Chief

Approved by:



Nicholas A. Toumpas
Commissioner

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 1st Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Visiting Nurse Association of Manchester and Southern New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1070 Holt Avenue, Suite 1400, Manchester, NH 03109.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 130), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$226,050.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Delete Exhibit B and replace with Exhibit B Amendment #1
- 7) Add Exhibit B-1 Budget
- 8) Delete Exhibit C and replace with Exhibit C Amendment #1
- 9) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 10) Delete Exhibit G and replace with Exhibit G Amendment #1
- 11) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

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

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

State of New Hampshire
Department of Health and Human Services

5/29/15
Date

Diane Langley
Diane Langley
Director

Visiting Nurse Association of Manchester and

Southern New Hampshire

4.30.15
Date

Carla Bloneman
Name: Carla Bloneman
Title: VP Home & Community Services

Acknowledgement:

State of New Hampshire County of Hillsboro on 4/30/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karen A. Hebert
Name and Title of Notary or Justice of the Peace

KAREN A. HEBERT, Notary Public
My Commission Expires May 25, 2016



New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/4/15
Date

[Signature]
Name: Maria A. Galt
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this Agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions

- 1.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 1.2. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 1.3. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 1.4. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 1.5. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 1.6. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 1.6.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 1.6.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 1.6.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 1.7. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.8. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may



Exhibit A – Amendment 1

be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required Activities of the Family Support Services/Partners in Health Program

- 2.1. Required Family Support Services/Partners in Health program activities shall include, but not be limited to, the following:
 - 2.1.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.1.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.1.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.1.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.1.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.1.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.1.7. Provide effective and evidence based family support practices, including but not limited to:
 - 2.1.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 2.1.7.2. Integrate family support services with other agency services in region;
 - 2.1.7.3. Incorporate the family support program within the agency's administrative structure;
 - 2.1.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 2.1.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A – Amendment 1

- 2.1.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 2.1.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.1.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 2.1.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.1.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.1.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.1.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.1.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.1.14. Complete year-end summary of fiscal activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2016 shall not exceed:
 - 1.1. \$76,050.00 in SFY 2016 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 7, the Manchester geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-1 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$80,886.00 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-1 Budget

Bidder/Contractor Name: Visiting Nurse Association of Manchester and Southern New Hampshire

Budget Period: July 1, 2015 – June 30, 2016

Line Item	Total
Family Support (Staff) Services	\$36,050.00
Flex Funds (paid as spent)	\$40,000.00
TOTAL	\$76,050.00



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration,



transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."



**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- Amendment #1

Contractor Initials CMH

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 – Amendment #1



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:

4.30.15
Date

Carla Bertram
Name: CARLA BERTRAM
Title: VP Home & Community Services

Exhibit G- Amendment #1

Contractor Initials CMB

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



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 Amendment #1

- 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 Amendment #1

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 Amendment #1

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 Amendment #1

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 Amendment #1

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

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

NH Dept of Health & Human Services
The State

VNA of Manchester So. Inc.
Name of the Contractor

Kathleen A. Dunn
Signature of Authorized Representative

Carla Braunman
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Carla Braunman
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

VP of Home
Title of Authorized Representative

6/5/15
Date

4.30.15
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4488 1-800-852-3345 Ext. 4488
 Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

130 *best*

6/19/13 # 130

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$150,000.00 with the Visiting Nurse Association of Manchester and Southern New Hampshire, 1070 Holt Avenue, Suite 1400, Manchester, NH 03109 (Vendor Code 154134-B001), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust the amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

100% Federal

05-95-93-930010-7858 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SOCIAL SERVICES BLOCK GRANT DD

Class/Account	Description	SFY 2014 Amount	FY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$75,000.00	\$75,000.00	\$150,000.00

EXPLANATION

This request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health Region 7 (a list of cities and towns that make up this region is attached). There are a total of twelve (12) PIH Regions that together provide service statewide. Each Region maintains family councils made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects: parent education, recreational and social activities, support groups and respite. Together, they link families, communities and the State, providing a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each Partners In Health site

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

May 28, 2013

Page 2

provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 190-225 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 20, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, the Visiting Nurse Association of Manchester and Southern New Hampshire was selected to provide services to children and families residing in Region 7. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 190-225 children and their families will not have access to support for community integration, financial assistant, or case management related to their child's chronic health condition.

This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

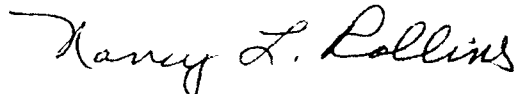
The total agreement price for SFY 2014 is not to exceed \$75,000.00 and for SFY 2015 is also not to exceed \$75,000.00.

Area served: Partners In Health Region 7. A list of cities and towns to be served is attached.

Source of funds: 100% Federal funds from the Social Services Block Grant.

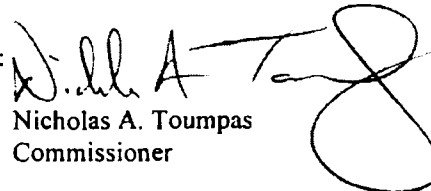
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

EAC/mm

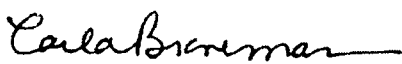
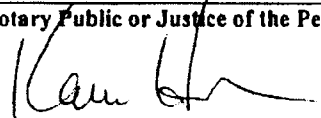
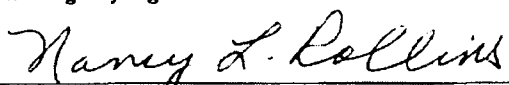
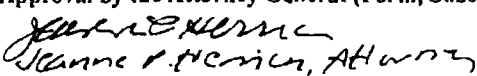
Subject: Family Support Services for Children and Adolescents with Special Health Care Needs - Manchester Site

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 DHHS Division of Community-Based Care Services Bureau of Developmental Services, Special Medical Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Visiting Nurse Association of Manchester and Southern New Hampshire		1.4 Contractor Address 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
1.5 Contractor Phone Number 603-622-3781	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carla Braveman, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>4/3/13</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 KAREN A. HEBERT, Notary Public My Commission Expires May 25, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  James P. Heister, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Maryann Leclair, do hereby certify that :
(Name of Clerk of the Corporation; cannot be contract signatory)

- 1. I am a duly elected Clerk of the Visiting Nurse Association of Manchester and Southern NH, Inc.
(Corporation Name)
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 16, 2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Bureau of Developmental Services – Special Medical Services, for the provision of Partners In Health services.

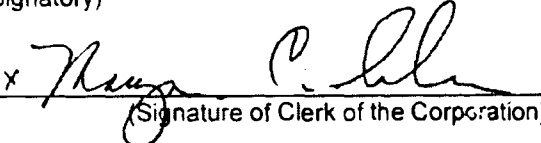
RESOLVED: That the Vice President of the Visiting Nurse Association of Manchester and Southern NH
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 16th day of April, 2013.
(Date Contract Signed)

4. Carla Braveman is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

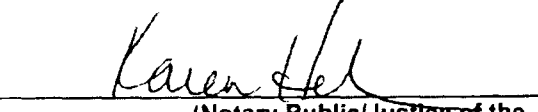
x 
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsboro

The forgoing instrument was acknowledged before me this 16th day of April, 2013,

By Maryann Leclair
(Name of Clerk of the Corporation)


(Notary Public/Justice of the

Peace)
(NOTARY SEAL)

Commission Expires: _____

KAREN A. HEBERT, Notary Public
My Commission Expires May 28, 2016

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015.

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Visiting Nurse Association of Manchester and Southern New Hampshire

ADDRESS: 1070 Holt Avenue, Suite 1400

Manchester, NH

03109

TELEPHONE: 603-622-3781

FAX: 603-641-4074

EMAIL: cbraveman@elliott-hs.org

EXECUTIVE DIRECTOR: Carla Braveman

The Family Support Services/Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The **Contractor** shall take primary responsibility for coordinating the day-to-day management of each regional Partners in Health Site.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The **Contractor** shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;

and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.

- 5 In the event of a vacancy in any of the Family Support Coordinator positions, the **Contractor** shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.3 The **Contractor** shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 7 The **Contractor** provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges

facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.

- 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.
- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$150,000.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$80,886.00 for each fiscal year covered under this contract.

Contractor Initials: CB

Date: 4/2/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Debarment, Suspension or Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D and E, Section 76, regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable."



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 2nd Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 2") dated this 18th day of May, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and White Mountain Community Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 298 White Mountain Highway, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") and an amendment (Amendment #1) approved by the Governor and Executive Council on June 19, 2013 (Item # 129) and on June 24, 2015 (Item #69) respectively, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2017.
- 2) Amend Form P-37, Block 1.8 to read \$145,986.
- 3) Delete Exhibit B Amendment #1 and replace it with Exhibit B Amendment #2.
- 4) Add Exhibit B-2 Budget.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



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

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

State of New Hampshire
Department of Health and Human Services

6/6/16
Date

Kathleen A. Dunn
Kathleen A. Dunn
Associate Commissioner

White Mountain Community Health Center

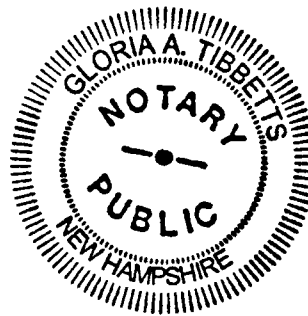
5-27-2016
Date

Julie Everett Hill
Name: Julie Everett Hill
Title: Director of Operations

Acknowledgement:
State of New Hampshire County of Carroll on May 27, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Gloria A. Tibbetts, Notary
Name and Title of Notary or Justice of the Peace

Gloria A. Tibbetts
Notary Public, New Hampshire
My Commission Expires December 14, 2016



**New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/9/16
Date

[Signature]
Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B Amendment #2

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2016 and June 30, 2017 shall not exceed:
 - 1.1. \$38,025.00 in SFY 2017 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 11, the Conway geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number TBD.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-2 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$40,443 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-2 Budget

Bidder/Contractor Name: White Mountain Community Health Center

Budget Period: July 1, 2016 – June 30, 2017

Line Item	Total
Family Support (Staff) Services	\$18,025
Flex Funds (paid as spent)	\$20,000
TOTAL	\$38,025

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed June 1, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of May A.D. 2016

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

William M. Gardner
Secretary of State

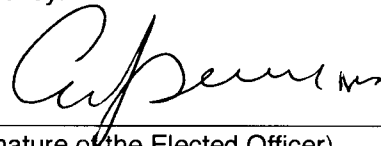
CERTIFICATE OF VOTE

I, Eric Hirschfeld, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 26, 2016:

RESOLVED: That the Director of Operations 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 1st day of June 2016.
4. Julie Everett Hill is the duly elected Director of Operations of the Agency.

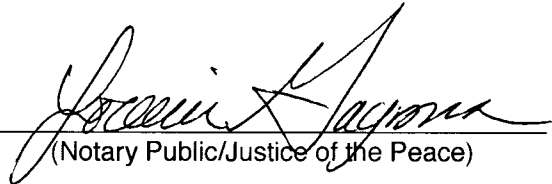


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 1st day of June, 2016, by Eric Hirschfeld.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LOUISA B. GAGNON, Notary Public
My Commission Expires July 16, 2019



CERTIFICATE OF LIABILITY INSURANCE

WHITE-4

OP ID: JS

DATE (MM/DD/YYYY)

05/20/2016

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 Noyes Hall & Allen Insurance www.noyeshallallen.com 170 Ocean Street, PO Box 2403 South Portland, ME 04116-2403 Thomas P. Noyes, CPCU	CONTACT NAME: Thomas P. Noyes, CPCU PHONE (A/C, No, Ext): 207-799-5541 FAX (A/C, No): 207-767-7590 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Medical Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Medical Mutual Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED White Mountain Community Health Center 298 White Mountain Highway North Conway, NH 03818														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		NH HCP 004254	01/01/2016	01/01/2017	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 \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		NH UMB 004256	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Med Prof Liab Claims Made		NH HCP 004254	01/01/2016	01/01/2017	Each Loss 1,000,000 Aggregate 3,000,000

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

RE: Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

DHHSNH1

DHHS
 150 Wakefield Street, Ste 22
 Rochester, NH 03867

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

Thomas P. Noyes

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2016

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 Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Andrea Nicklin, AAI PHONE (A/C, No, Ext): (603) 356-6926 E-MAIL ADDRESS: anicklin@chalmersinsurancegroup.com	FAX (A/C, No): (603) 356-6934
	INSURER(S) AFFORDING COVERAGE	
INSURED WHITE MOUNTAIN COMMUNITY HEALTH CENTER PO BOX 2800 CONWAY NH 03818	INSURER A: Travelers Insurance Company	NAIC # 39357
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB6G264175	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

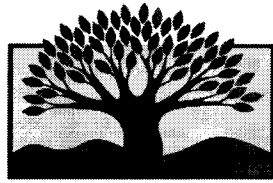
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Nicklin, AAI/ANDREA

Andrea Nicklin

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**WHITE MOUNTAIN
COMMUNITY
HEALTH CENTER**

Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Mission Statement

White Mountain Community Health Center provides comprehensive, high-quality primary care services and health education on a sustainable basis to women, men and children in the Mount Washington Valley community regardless of ability to pay.



INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, 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 U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2015 and 2014, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated October 24, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 22, 2015

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash	\$ 230,057	\$ 273,358
Patient accounts receivable, net of allowance for uncollectible accounts of \$31,172 and \$25,366 at June 30, 2015 and 2014, respectively	74,128	71,728
Other receivables	33,580	83,525
Prepaid expenses	<u>29,908</u>	<u>21,744</u>
Total current assets	367,673	450,355
Long-term investments	236,512	234,449
Assets limited as to use	30,914	19,139
Property and equipment, net	<u>189,361</u>	<u>198,433</u>
Total assets	<u>\$ 824,460</u>	<u>\$ 902,376</u>

LIABILITIES AND NET ASSETS

	<u>2015</u>	<u>2014</u>
Current liabilities		
Accounts payable and accrued expenses	\$ 14,531	\$ 54,997
Accrued payroll and related amounts	60,328	87,664
Deferred revenue	<u>30,025</u>	<u>42,295</u>
Total current liabilities	104,884	184,956
Net assets		
Unrestricted	688,662	698,281
Temporarily restricted	<u>30,914</u>	<u>19,139</u>
Total net assets	<u>719,576</u>	<u>717,420</u>
Total liabilities and net assets	<u>\$ 824,460</u>	<u>\$ 902,376</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted revenues, gains, and other support		
Patient service revenue	\$ 865,501	\$ 928,056
Provision for bad debts	<u>(26,906)</u>	<u>(17,769)</u>
Net patient service revenue	838,595	910,287
Government and private grants	525,221	498,641
In-kind contributions	59,004	69,756
Other operating revenue	20,041	17,104
Net assets released from restrictions	<u>5,208</u>	<u>1,908</u>
Total unrestricted revenues, gains, and other support	<u>1,448,069</u>	<u>1,497,696</u>
Operating expenses		
Salaries and benefits	1,025,793	952,050
Professional fees and contract services	145,445	192,695
Other operating expenses	205,750	175,799
Program supplies	85,050	84,557
Depreciation	45,872	23,045
In-kind contribution expenses	<u>59,004</u>	<u>69,756</u>
Total expenses	<u>1,566,914</u>	<u>1,497,902</u>
Operating loss	<u>(118,845)</u>	<u>(206)</u>
Other revenue and gains		
Investment income	2,231	1,079
Contributions	70,709	72,496
Change in fair value of investments	<u>(714)</u>	<u>624</u>
Total other revenue and gains	<u>72,226</u>	<u>74,199</u>
(Deficit) excess of revenues over expenses	(46,619)	73,993
Net assets released from restriction for capital acquisition	<u>37,000</u>	<u>75,876</u>
(Decrease) increase in unrestricted net assets	<u>\$ (9,619)</u>	<u>\$ 149,869</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

	Unrestricted	Temporarily Restricted	Total
Balances, June 30, 2013	\$ <u>548,412</u>	\$ <u>19,677</u>	\$ <u>568,089</u>
Excess of revenues over expenses	73,993	-	73,993
Contributions	-	77,246	77,246
Net assets released for capital acquisition	75,876	(75,876)	-
Net assets released for operations	<u>-</u>	<u>(1,908)</u>	<u>(1,908)</u>
Change in net assets	<u>149,869</u>	<u>(538)</u>	<u>149,331</u>
Balances, June 30, 2014	<u>698,281</u>	<u>19,139</u>	<u>717,420</u>
Deficit of revenues over expenses	(46,619)	-	(46,619)
Contributions	-	53,983	53,983
Net assets released for capital acquisition	37,000	(37,000)	-
Net assets released for operations	<u>-</u>	<u>(5,208)</u>	<u>(5,208)</u>
Change in net assets	<u>(9,619)</u>	<u>11,775</u>	<u>2,156</u>
Balances, June 30, 2015	\$ <u><u>688,662</u></u>	\$ <u><u>30,914</u></u>	\$ <u><u>719,576</u></u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 2,156	\$ 149,331
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	45,872	23,045
Provision for bad debts	26,906	17,769
Restricted contributions	(53,983)	(77,246)
Change in fair value of investments	714	(624)
(Increase) decrease in		
Patient accounts receivable	(29,306)	6,137
Other receivables	49,945	(29,638)
Prepaid expenses	(8,164)	367
Increase (decrease) in		
Accounts payable and accrued expenses	(40,466)	(20,171)
Accrued payroll and related expenses	(27,336)	9,375
Deferred revenue	<u>(12,270)</u>	<u>(15,135)</u>
Net cash (used) provided by operating activities	<u>(45,932)</u>	<u>63,210</u>
Cash flows from investing activities		
Increase in assets limited as to use	(14,552)	(1,846)
Purchase of investments	-	(225,000)
Capital expenditures	<u>(36,800)</u>	<u>(96,830)</u>
Net cash used by investing activities	<u>(51,352)</u>	<u>(323,676)</u>
Cash flows from financing activities		
Restricted contributions	<u>53,983</u>	<u>77,246</u>
Net cash provided by financing activities	<u>53,983</u>	<u>77,246</u>
Net decrease in cash and cash equivalents	(43,301)	(183,220)
Cash, beginning of year	<u>273,358</u>	<u>456,578</u>
Cash, end of year	<u>\$ 230,057</u>	<u>\$ 273,358</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-stock, non-profit corporation organized in New Hampshire. The Center's primary purpose is to provide comprehensive primary and preventative health care services to the residents in the town of Conway and surrounding communities.

On October 24, 2014, the Center's bylaws were modified removing the sole member of the Center from Mt. Washington Valley Development Foundation (the Foundation). The change eliminated the legal affiliation with the Foundation. The Center continues to maintain strong functional relationships with The Memorial Hospital (TMH) and other health care providers in the area, providing an integrated network of patient services.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code), and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances and thus reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Center analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 1 year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Center has not changed its methodology for estimating the allowance for uncollectible accounts during the years ended June 30, 2015 and 2014.

A reconciliation of the allowance for uncollectible accounts at June 30, 2015 and 2014 is as follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 25,366	\$ 35,000
Provision for bad debts	26,906	17,769
Write-offs	<u>(21,100)</u>	<u>(27,403)</u>
Balance, end of year	<u>\$ 31,172</u>	<u>\$ 25,366</u>

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as non-current assets.

The Center reports investments at fair value, and has elected to report all gains and losses in the excess (deficit) of revenue over expenses to simplify the presentation of these amounts in the statement of operations, unless otherwise stipulated by the donor or State law.

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

Assets Limited as to Use

Assets limited as to use is comprised of donor-restricted cash contributions.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center has been limited by donors to a specific time period or purpose. Temporarily restricted net assets were specifically restricted for capital improvements, patient services and supplies. Temporarily restricted net assets amounted to \$30,914 and \$19,139 at June 30, 2015 and 2014, respectively. Permanently restricted net assets are those restricted by donors to be maintained by the Center in perpetuity. For the years ended June 30, 2015 and 2014, there were no permanently restricted net assets.

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Center are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unreleased net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Gifts of Long-lived Assets

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of 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 or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expiration of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or when gifts of cash are used for the extinguishment of debt related to the long-lived assets.

Excess (Deficit) of Revenues Over Expenses

The statements of operations include excess of revenues, gains, and support over expenses and losses. Changes in unrestricted net assets which are excluded from excess of revenues, gains, and support over expenses and losses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, 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).

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

2. Investments

Investments are stated at fair value and consisted of the following at June 30:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 26,766	\$ 6,677
Marketable equity securities	13,622	9,450
Mutual funds	<u>196,124</u>	<u>218,322</u>
Total investments	<u>\$ 236,512</u>	<u>\$ 234,449</u>

Cash and cash equivalents included as part of investments are not included in cash and cash equivalents for reporting in the statement of cash flows.

Financial accounting standards established a valuation hierarchy for disclosure of the valuation inputs used to measure fair value.

This hierarchy prioritizes the inputs into three broad levels as follows:

1. Level 1 inputs – quoted prices traded daily in an active market.
2. Level 2 inputs – other than quoted prices for active markets that are traded less frequently than daily.
3. Level 3 inputs – unobservable inputs.

The fair value of all of the Center's investments are measured on a recurring basis using Level 1 inputs.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

3. Property and Equipment

A summary of property and equipment as of June 30 is as follows:

	<u>2015</u>	<u>2014</u>
Building improvements	\$ 19,379	\$ 19,379
Furniture	44,855	44,855
Equipment	<u>426,557</u>	<u>389,757</u>
Total cost	490,791	453,991
Less accumulated depreciation	<u>(301,430)</u>	<u>(255,558)</u>
Property and equipment, net	<u>\$ 189,361</u>	<u>\$ 198,433</u>

4. Line of Credit

The Center has a \$50,000 available line of credit with a bank. Interest on borrowings is charged at prime plus 2.%. The credit line expires January 23, 2017. There was no outstanding balance for the years ended June 30, 2015 and 2014.

5. Patient Service Revenue

A summary of patient service revenue by payer as of June 30 is as follows:

	<u>2015</u>	<u>2014</u>
Medicaid	\$ 546,550	\$ 568,570
Medicare	37,698	56,263
Third party insurance	163,950	197,543
Patient pay	<u>117,303</u>	<u>105,680</u>
Total	<u>\$ 865,501</u>	<u>\$ 928,056</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

The Center recorded a favorable change in Medicaid revenue from retroactive rate adjustments amounting to \$91,813 and \$92,855 for the years ended June 30, 2015 and 2014, respectively.

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Center's charity care policy amounted to \$194,162 and \$239,796 for the years ended June 30, 2015 and 2014, respectively.

The Center is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to \$16,538 and \$15,478 for the years ended 2015 and 2014, respectively.

7. Functional Expense

The Center provides general health care services to residents within its geographic location. Expenses related to providing these services were as follows as of June 30:

	<u>2015</u>	<u>2014</u>
Program services	\$ 1,317,142	\$ 1,236,238
General and administrative	<u>249,772</u>	<u>261,664</u>
Total	<u>\$ 1,566,914</u>	<u>\$ 1,497,902</u>

8. Concentration of Risk

The Center has cash deposits in a major financial institution in excess of \$250,000, which exceeds federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal:

The Center grants credit without collateral to its patients, most of whom are local residents in the towns served by the Center and are insured under third-party payer agreements. At June 30, 2015, Medicaid represented 59% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2015 and 2014

9. **Medical Malpractice Claims**

The Center insures its medical malpractice risks on a claims-made basis under a policy which covers all employees of the Center. As of June 30, 2015, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. **Donations In-Kind**

TMH provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In addition, TMH provides various information technology support services to the Center at no cost. For the years ended June 30, 2015 and 2014, in-kind contributions from TMH to the Center were as follows:

	<u>2015</u>	<u>2014</u>
Conway office and clinic space	\$ 59,004	\$ 59,004
Computer support	<u>-</u>	<u>10,752</u>
Total	<u>\$ 59,004</u>	<u>\$ 69,756</u>

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of \$80,000 and \$70,400 for the years ended June 30, 2015 and 2014, respectively.

11. **Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through October 22, 2015, which is the date the financial statements were available to be issued.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Board of Directors 2016

Carol Hastings, President

Scott McKinnon, Vice President

Eric Hirschfeld, DDS, Secretary

Angela Zakon, Treasurer

Brenda Leavitt

Susan Logan

Leslie Leonard

Michelle O'Donnell

Meg Phillips

Janice Spinney

Ed Wagner

Ben Wilcox

ACCOUNTING OFFICE ASST (Seasonal Employ) (2002-'03 & 2003-'04) (2008-'09 & 2009-'10 & 12/05/2011 – 03/29/2013)

Shawnee Peak Holdings Inc

Bridgton, ME

Intermittantly while employed by the above two businesses, I also held the position of accounting assistant and later as night auditor for a local ski resort. Responsibilities were: Assisted CFO with all daily reporting functions, processed A/P's, assisted with HR functions and delivery of bi-weekly payroll. Developed multi-sheet spreadsheet for effectively getting all cash intake accounted for and distributed to appropriate ledger accounts for financial reporting. As night auditor during the 2008 – '10 work years I balanced down all profit centers reportable to CFO for next day processing & financial reporting. Recent seasonal employment from December 2012 through March 28, 2013 was again in the position of accounting assistant to Jen Holden. I assisted with personnel maintenance, payroll and the same various others functions that I have performed for them during previous seasonal work

ACCOUNTING ASSOCIATE (02/92 - 06/99)

Tower Automotive, Inc.

Traverse City, MI

Held the position of payroll processor, producing payroll for approximately 400 colleagues for two different payroll classifications –hourly paid bi-weekly & management paid semi-monthly. Responsible for maintaining all employee files, inputting time worked to transmit to ADP (outside payroll service), process and deliver payroll, keep related updates, schedules & personnel records, reconcile/maintain 401k loan accts, make all payroll journal entries to general ledger, plus various other activities, provided support for other accounting & human resource functions.

FINANCIAL DIRECTOR/OFFICE MANAGER (08/90 - 11/91)

The Paper Company

Traverse City, MI

Conducted all internal record keeping, journalizing & posting of financial activity. Prepared internal support data for compilation of financial reports. Maintained accurate & thorough records while the company was experiencing distressful situations & a change in ownership. This included aborting and/or switching the organizations 2,000 – 2,500 A/R's to three different systems within a seven month period.

FINANCIAL DIRECTOR/OFFICE MANAGER (04/86 - 08/90)

Alpha's of Michigan, Inc.

Traverse City, MI

Oversaw all financial & operational matters pertaining to the Northern Michigan business office. Supervised staff of seven. Maintained personnel & financial records. Interviewed & hired staff. Assisted marketing & sales department. Promoted positive customer relations.

OFFICE DIRECTOR/MANAGER

(07/79 - 04/86)

Mainstream Sports, Inc.

Traverse City, MI

Maintained all financial records. Produced budget work-ups. Conducted departmental profitability analysis. Designed business projection plans. Implemented cash flow

scheduling. Performed all tax reporting duties. Initiated loan applications for business expansion. Assisted customers.

PAYROLL CLERK

(07/78 - 06/79)

Munson Medical Center

Traverse City, MI

Prepared payroll for 1,000 employees. Performed profile adjustments & changes. Produced wage distribution reports. Initiated tax reports. Maintained personnel files. Assisted with employment procedures

HEAD BOOKKEEPER

(11/72 - 06/77)

Tom's Food Markets, Inc.

Traverse City, MI

Administered payroll. Maintained personnel records. Oversaw A/R's & A/P's. Produced store reports. Performed check register balancing. Initiated misc reporting & computation. Assisted customers.

OVERVIEW: I have a very impressive work ethic as depicted in my employment history. Besides the listing above, I also seasonally worked a third job as night auditor for a local ski resort. My adaptability to any situation touts employability. I'm a good organizer with strong self-management capabilities.

Patricia M. McMurry

QUALIFICATIONS

- Extensive experience in business administration, project management and finance
- Skilled in human relations, group facilitation, public speaking, leadership and team building
- Strong marketing, advertising and public relations skills
- Seasoned professional with a breadth of abilities and experience and a proven track record of success through the accomplishment of significant business goals

EXPERIENCE

Executive Director **White Mountain Community Health Center** **2002-Present**

Currently responsible for all aspects of operations of a non-profit community health center. This Center serves the uninsured and underinsured of Northern Carroll County of New Hampshire and Western Maine. Prenatal, children, adults and teens are seen by health care providers including physician, mid-wives, nurse practitioners, RN's, medical assistants, social workers, hygienist, dental staff and nutritionist. Substantially increased and sustained the financial viability of the health center. New and expanded services and patient volume doubled in five years.

Business Consultant **Kleen Oil Kompany** **1999-2002**

Responsible for all aspects of business operations for a troubled oil company

- Increased collections
- Developed marketing plans and strategy
- Developed policies, procedures and job descriptions
- Developed incentive plans

Director of Operations **HealthSouth Corporation*** **1995-1998**

Responsible for oversight of both a 50-bed and CEO of 100-bed acute rehabilitation hospital, and eight contracted rehabilitation units in four states at the same time

- Promoted in one year from Assistant Vice President to Director of Operations
- Managed the physical relocation of a 100-bed acute rehabilitation hospital
- Initiated negotiations for joint venture between a large non-profit hospital and a publicly traded rehabilitation company

Chief Executive Officer **National Medical Enterprises** **1988-1995**

Responsible for oversight of both a 40-bed and an 88-bed (Pennsylvania) rehabilitation hospitals

- Promoted in two years from CEO of a 40-bed hospital to CEO of an 88-bed rehabilitation hospital and was promoted to Company Assistant (Regional) Vice President
- Managed all aspects of the 88-bed hospital, resulting in three prestigious awards for the highest quality and business goals performance from National Medical Enterprises
- Developed and opened three outpatient rehab clinics
- Maintained the financial turnaround of a 40-bed hospital and sustained "above plan" financial performance throughout my tenure
- Managed a 40-bed hospital, resulting in three Special Achievement Awards and a Florida Certificate of Need to increase the capacity to 70 beds

Patricia M. McMurry

Page 2

V.P. of Operations

Charter Behavioral Health of Glendale

1987-1988

The CEO/Vice President was responsible for three hospitals and for oversight and CEO of this facility. Responsibilities included marketing, planning, business development, program management for this newly-opened psychiatric hospital and acting CEO.

- Supervised all Clinical Program Directors and the Intake Coordinator
- Appointed physician-liaison to the CEO
- Was consultant to a sister psychiatric hospital, training staff to use human relations techniques with disruptive and aggressive teens
- Implemented the utilization review, risk management, and quality assurance activities to achieve J.C.A.H.O accreditation for the first time as a new facility

**Director, Community Relations and Resource Development
Eastern State Hospital**

1985-1987

Responsible for community relations as well as identification and alignment of resources required for hospital and community use of a large state psychiatric hospital

- Designed and implemented a community relations plan to ensure the success of appropriate admissions and discharges; oversight of a team of community and hospital based social workers who were part of each community mental health center and the state hospital who preapproved admissions and discharges
- Oversaw a social work team of hospital employees who discharged the most chronic of patients into the communities with their ongoing follow and support. This lowered the hospital census allowing for major renovations to the campus buildings
- Successfully, negotiated crisis intervention/assessment inpatient stay contracts for children in their home communities with private sector hospitals paid for by the State Hospital as a pilot for the State of Virginia

EDUCATION

M.S.W. – Norfolk State University
B.A. – College of William and Mary

TRAINING

University of Virginia Forensic Institute
L.C.S.W. and A.C.S.W. (Virginia)

HONORS

President's Circle – HealthSouth
Special Achievement Awards – National Medical Enterprises

Julie Everett Hill, R.N.

Profile

I am a Registered Nurse with a current New Hampshire license, currently employed at a rural community health center. I enjoy the dynamic nature of community health nursing. My interests include mental health and asthma education with an emphasis on viewing the family as a whole when providing care.

Experience

White Mountain Community Health Center, Conway, NH

2011 to Present: Director of Clinical Services

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical staff and coordinate with the Medical Director and management team. Coordinate and ensure adequate staffing schedules for clinical staff. Perform annual clinical staff evaluations. Assist in budget preparation as needed. Responsible for MCH grant preparation and monitoring of work plans.

2009-2011: Registered Nurse

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Memorial Hospital, North Conway, NH

June 2007-June 2010: Registered Nurse

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles included assessment of care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR were integral parts of this position.

May 2006-June 2007: Licensed Practical Nurse

Medical Surgical and some post-partum and newborn nursing care under the supervision of a Registered Nurse.

February 2001-May 2006: LNA/Unit Secretary

Unit Secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient cards, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

Education

NHCTC, Berlin, NH: Associates Degree in Science, Nursing; May 17, 2007, Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland, ME: Nursing Assistant Certificate 1994

University of Southern Maine: 1992-1993

Certifications and relevant continuing education include:

Current ACLS and BLS

Asthma Educators Institute 2010

Diabetes Nurse Champion, September 2008

WIC Breastfeeding Peer Counselor Certificate, November 2000

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Bureau of Developmental Services

Agency Name: WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Name of Program/Service: Family Support Services for Children and Adolescents with Chronic Health Conditions

BUDGET PERIOD		
Patricia McMurry, Executive Director	\$88,598	0.00%
Leslie Stanicki, PIH Coordinator	\$34,398	100.00%
Christine MacDonald, Supervisor PIH Coord / Social Worker	\$20,901	10.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		

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.



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

Kathleen A. Dunn
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-5034 1-800-852-3345 Ext. 5034
 FAX: 603-271-5166 TDD Access: 1-800-735-2964

May 26, 2015

6/24/15 #69

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, Division of Community Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into amendments to existing Agreements with the vendors listed below to provide family support services for children and adolescents with chronic health conditions and their families, by increasing the price limitation by \$317,483.91, from \$610,602.00 to \$928,085.91, and by extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2016. Governor and Executive Council approved the original agreements on June 19, 2013 (Items #127, 128, 129, 130 and 131). 100% Federal Funds.

05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD (100% Federal Funds)

<u>Vendor</u>	<u>Location</u>	<u>Current Amount</u>	<u>Increase / Decrease</u>	<u>Modified Amount</u>
Child & Family Services	Manchester	\$250,794.00	\$127,358.91	\$378,152.91
Central New Hampshire VNA & Hospice	Laconia	\$ 69,936.00	\$ 38,025.00	\$107,961.00
White Mountain Community Health Center	Conway	\$ 69,936.00	\$ 38,025.00	\$107,961.00
Visiting Nurse Association of Manchester and Southern New Hampshire	Manchester	\$150,000.00	\$ 76,050.00	\$226,050.00
Families First of the Greater Seacoast	Portsmouth	\$ 69,936.00	\$ 38,025.00	\$107,961.00
TOTAL		\$610,602.00	\$317,483.91	\$928,085.91

Funds are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget.

EXPLANATION

This request seeks to continue five agreements with non-profit contractors that provide family support services for children with chronic illnesses and their families who reside in specific Partners in Health regions. There are a total of twelve (12) regions across the State (Attachment I). These five contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
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contractors deliver services in eight (8) regions, serving approximately 750 children, with the remaining regions covered under separate agreements with four (4) Area Agency contractors. The Area Agency contracts have similarly been requested for extension under a separate item submitted to the Governor and Executive Council

Each Partners in Health region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects, including: parent education, recreational and social activities, support groups, and respite. Together, they link families, communities and the State, and provide a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each contractor provides a Family Support Coordinator who collaborates with families to find appropriate resources, connect with support groups, provide flexible funding for such things as emergency food, medicine and transportation, enhance communication with schools and attend IEP meetings, and make special arrangements during hospitalizations and discharge.

Should Governor and Executive Council not approve this Request, the chronically ill children served through these vendors will not receive the supportive services necessary to maintain their health at optimum levels, and their parents will struggle to coordinate the complex health needs their children face. Impacted children may experience increased rates of hospitalization, and parents may struggle to maintain employment as a result.


These agreements were competitively bid through a request for proposal published on the Department of Health and Human Services website from January 16, 2013 to January 25, 2013. A copy of the bidding results is attached. The request for proposal, original agreements and Governor and Executive Council requests included an option to renew and extend these agreements for a two-year period. The Department has a number of health service delivery shifts underway at this time, which are likely to affect the children served by these agreements in the coming year, and is seeking only a one year extension while retaining the final year right to renew and extend the agreements. The vendors are working collaboratively with the Department and agree with this approach.

Area served: statewide.


Source of funds: 100% Federal Funds from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR75

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

Respectfully submitted,


Lorene Reagan, MS, RN
Bureau Chief

Approved by:


Nicholas A. Toumpas
Commissioner

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Support Services, Children & Adolescents
with Chronic Health Conditions Contract**

This 1st Amendment to the Family Support Services, Children & Adolescents with Chronic Health Conditions contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and White Mountain Community Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 298 White Mountain Highway, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 129), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$107,961.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Delete Exhibit A and replace with Exhibit A Amendment #1
- 6) Delete Exhibit B and replace with Exhibit B Amendment #1
- 7) Add Exhibit B-1 Budget
- 8) Delete Exhibit C and replace with Exhibit C Amendment #1
- 9) Delete Exhibit C-1 and replace with Exhibit C-1 Amendment #1
- 10) Delete Exhibit G and replace with Exhibit G Amendment #1
- 11) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions



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

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

State of New Hampshire
Department of Health and Human Services

4-29-15
Date

Lauren Reagan for
Diane Langley
Director

White Mountain Community Health Center

4-20-15
Date

Patricia Mc Murry
Name: Patricia Mc Murry
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Carroll on April 20, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane Brothers Notary Public
Name and Title of Notary or Justice of the Peace

DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019

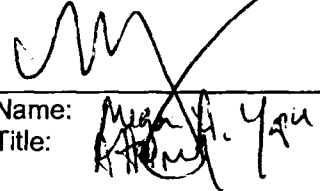


New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents with Chronic Health Conditions

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/4/15
Date


Name: Michael J. Quinn
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment 1

SCOPE OF SERVICES

The Family Support Services / Partners in Health Program, administered by the Special Medical Services Section, includes contracted services provided through this Agreement, and focuses on services that maintain and improve the system of comprehensive family support services and community / regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions

- 1.1. The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health Site as described in He-M 523.
- 1.2. Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 1.3. The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 1.4. The Contractor shall attend Lead Agency Supervisor Meetings quarterly, Family Support Coordinator Meetings monthly, as well as other meetings held at other locations upon request of the Special Medical Services Section.
- 1.5. The Contractor shall perform additional activities, as assigned by the Administrator or his or her designee of the Special Medical Services Section, provided they are consistent with this program.
- 1.6. In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 1.6.1. SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 1.6.2. Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 1.6.3. The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
- 1.7. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.8. The Contractor shall collect and submit all required information for the Partners in Health (PIH) Database on a timely basis and in the manner identified by the Special Medical Services Section. The Contractor shall complete an annual report of activities and identified needs in an approved format and timeframe. Additional information may



Exhibit A – Amendment 1

be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required Activities of the Family Support Services/Partners in Health Program

- 2.1. Required Family Support Services/Partners in Health program activities shall include, but not be limited to, the following:
 - 2.1.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.1.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.1.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.1.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.1.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges facing families of children with chronic health conditions. Incorporate an emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.
 - 2.1.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
 - 2.1.7. Provide effective and evidence based family support practices, including but not limited to:
 - 2.1.7.1. Provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - 2.1.7.2. Integrate family support services with other agency services in region;
 - 2.1.7.3. Incorporate the family support program within the agency's administrative structure;
 - 2.1.7.4. Support a full time (35 hours or more per week) Family Support Coordinator;
 - 2.1.7.5. Collaborate with the Family Council in assessing, designing, and implementing family-centered services;



Exhibit A – Amendment 1

- 2.1.7.6. Promote community/regional participation in designing services and providing resources for families and children; and,
- 2.1.7.7. Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.1.8. Provide educational opportunities to families, and provide training and support activities to Family Councils.
- 2.1.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.1.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.1.11. Participate in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.1.12. Participate with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.1.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.1.14. Complete year-end summary of fiscal activities.

3. Compliance Requirements

- 3.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

Rmc

4-20-15



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. In consideration for the satisfactory completion of the services to be performed under this Agreement, the total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2016 shall not exceed:
 - 1.1. \$38,025.00 in SFY 2016 to provide Family Support Services, as specified in Exhibit A Amendment #1 Scope of Services, for children and adolescents with chronic health conditions in Region 11, the Conway geographic area.
 - 1.2. This contract is 100% funded with Federal Funds made available from the Administration of Families, Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, Federal Award Identification Number 1601NHSOSR.
2. Payment Methodology. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 2.1. The Contractor agrees to submit to the State, by October 30, January 30, April 30 and June 30 of the applicable year, reports of all expenditures.
 - 2.2. The Contractor shall submit on a monthly basis expenditure reports for reimbursement for services rendered in accordance with Exhibit B-1 Budget. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
 - 2.4. The Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5. The Contractor agrees that payment for the final period of each program year, which is June 30th of each applicable year, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A Amendment #1 Scope of Services.
 - 2.6. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, on behalf of Medicaid-eligible children and adolescents with chronic health conditions served under this Agreement. In cases where the Contractor has billed for services rendered to such Medicaid recipients, the total amount of all Medicaid billing shall not exceed in \$40,443.00 for the program period specified in paragraph 1.
3. Allocation of Funding. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Family Support Services, Children & Adolescents
with Chronic Health Conditions



Exhibit B-1 Budget

Bidder/Contractor Name: White Mountain Community Health Center

Budget Period: July 1, 2015 – June 30, 2016

Line Item	Total
Family Support (Staff) Services	\$18,025.00
Flex Funds (paid as spent)	\$20,000.00
TOTAL	\$38,025.00



SPECIAL PROVISIONS

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

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



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

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

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



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

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



more employees, it will maintain a current 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 Division 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.
4. The following paragraphs shall be added to the General Provisions of this Agreement:
 - "22.1. **Records and Accounts** Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration,



transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this Agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

Jmc

4-20-15



**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- Amendment #1

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

Contractor Initials

RM

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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:

4-20-15
Date

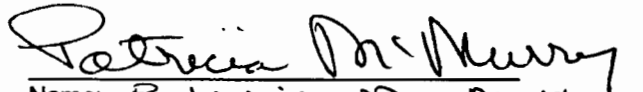

Name: Patricia McMurphy
Title: Executive Director

Exhibit G- Amendment #1

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

Contractor Initials

PM-



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.

Jmc



Exhibit I Amendment #1

- 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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4-20-15



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

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 Amendment #1

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

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

NH Dept. Health & Human Services
The State

White Mountain Community Health Center
Name of the Contractor

Kathleen Alvan
Signature of Authorized Representative

Patricia Mc Murry
Signature of Authorized Representative

Kathleen A Alvan
Name of Authorized Representative

Patricia Mc Murry
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

6/5/15
Date

4-20-15
Date

See
WR

Rec'd
129



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES *JUN 07 12 08 AS*

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-736-2964

May 28, 2013

6/19/13 # 129

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$69,936.00 with the White Mountain Community Health Center, 298 White Mountain Highway, Conway, NH 03860 (Vendor Code 174170-R001), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust the amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

100% Federal

05-95-93-930010-7858 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SOCIAL SERVICES BLOCK GRANT DD

Class/Account	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$34,968.00	\$34,968.00	\$69,936.00

EXPLANATION

This request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health Region 11 (a list of cities and towns that make up this region is attached). There are a total of twelve (12) Partners in Health Regions that together provide service statewide. Each Region maintains family councils made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects: parent education, recreational and social activities, support groups and respite. Together, they link families, communities and the State, providing a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each Partners In

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 28, 2013
Page 2

Health site provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 90-100 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website, on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 21, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, the White Mountain Community Health Center was selected to provide services to children and families residing in Region 11. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 90-100 children and their families will not have access to support for community integration, financial assistant, or case management related to their child's chronic health condition.

This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

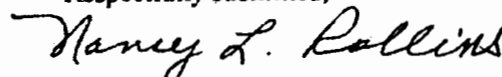
The total agreement price for SFY 2014 is not to exceed \$34,968.00.00 and for SFY 2015 is also not to exceed \$34,968.00.

Area served: Partners in Health Region 11. A list of cities and own to be served is attached.

Source of funds: 100% Federal funds from the Social Services Block Grant.

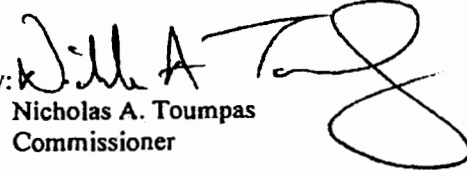
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

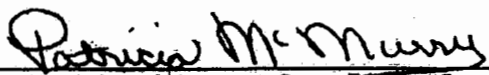
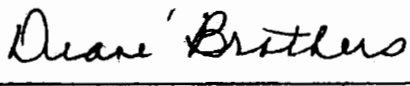
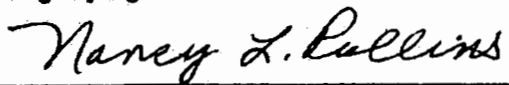
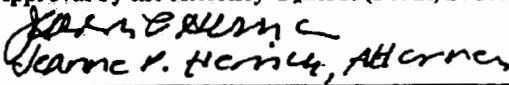
Subject: Family Support Services for Children and Adolescents with Chronic Health Conditions - Conway Site

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 & Human Services DHHS Division of Community-Based Care Bureau of Developmental Services, Special Medical Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name White Mountain Community Health Center		1.4 Contractor Address 298 White Mountain Highway Conway, NH 03818	
1.5 Contractor Phone Number 603-447-4240	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$69,936.00
1.9 Contracting Officer for State Agency Elizabeth Collins		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patricia McMurry, Executive Director	
1.13 Acknowledgement: State of <u>N.H.</u> County of <u>Carroll</u> On <u>4/9/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Notary Public		DIANE BROTHERS Notary Public - New Hampshire My Commission Expires August 19, 2014	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: PM
Date: 4-10-13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Brenda Leavitt, do hereby certify that:

(Name of Clerk of the Corporation; cannot be contract signatory)


1. I am a duly elected Clerk of White Mountain Community Health Center.
(Corporation Name)
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 3/28/2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, for the provision of family support services for children and adolescents with chronic health conditions at the Conway site.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 April, 2013.
(Date Contract Signed)
4. Patricia McMurry is the duly elected Executive Director of the Corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

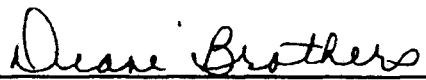

(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 10th day of April, 2013.

By Brenda Leavitt
(Name of Clerk of the Corporation)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DIANE BROTHERS
Notary Public - New Hampshire
My Commission Expires August 19, 2014

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015.

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: White Mountain Community Health Center

ADDRESS: 298 White Mountain Highway

Conway, NH

03818

TELEPHONE: 603-447-4240

FAX: 603-447-4846

EMAIL: pmcmurry@whitemountainhealth.org

EXECUTIVE DIRECTOR: Patricia McMurry

The Family Support Services/Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

I. General Provisions:

- 1 The Contractor shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health site for Region 11 as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The Contractor shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;

and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.

- 5 In the event of a vacancy in any of the Family Support Coordinator positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.3 The Contractor shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 7 The Contractor provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the Family Support Services/Partners in Health Program shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.

2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges

facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.

2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.

2.7. Provide effective and evidence based family support practices.

- Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
- Integrate family support services with other agency services in region;
- Incorporate the family support program within the agency's administrative structure;
- Support a full time (35 hours or more per week) Family Support Coordinator;
- Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
- Promote community/regional participation in designing services and providing resources for families and children; and,
- Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.

2.8. Provide educational opportunities to families, and training and support activities to Family Councils.

2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.

2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.

2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.

2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.

2.13.

- 2.14. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.15. Completion of year-end summary of fiscal activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$69,936.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The Contractor shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$40,443.00 for each fiscal year covered under this contract.

Contractor Initials: DM

Date: 4-10-13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Debarment, Suspension or Other Responsibility Matters**

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D and E, Section 76, regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2009 and terminate on June 30, 2011, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable."