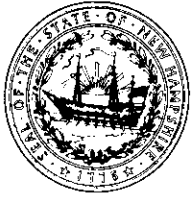


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21 *Am*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

June 3, 2016

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

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to enter into **sole source** Agreements with two Vendors, listed below, to provide public guardianship services, in an amount not to exceed \$3,145,045, effective July 1, 2016 through June 30, 2018, upon approval by Governor and Executive Council. 6.4% Federal, 93.6% General.

Summary of Contract Amounts by Vendor:

Vendor	Location	Amount
Office of Public Guardian	Concord, NH	\$2,301,830
Tri-County Community Action Program	Berlin, NH	\$843,215
	Grand Total	\$3,145,045

Funds are available in State Fiscal Year 2017 and anticipated to be available in 2018, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See attachment for financial details.

### EXPLANATION

These Agreements are **sole source** because Revised Statutes Annotated (RSA) 547-B establishes the Public Guardianship and Protection Program for guardianship services to be provided as required by RSA 135-C and 171-A. RSA 547-B:6 requires the Department to contract with one or more organizations that the New Hampshire Supreme Court has designated as a public guardianship and protection program. The Office of Public Guardian and Tri-County Community Action Program are the only organizations the New Hampshire Supreme Court has designated as public guardianship and protection programs.

Approval of these Agreements will allow the Contractors to provide for guardianship services statewide for up to 1057 persons with mental illness or developmental disabilities, and to incapacitated adults who are abused, neglected or exploited, leaving them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs. These services are needed to meet the State's statutory obligations to safeguard incapacitated persons who are in state institutions as well as in community mental health and developmental service programs statewide. The emphasis in providing such services will be to ensure that the guardianships are maintained and limited in accordance with the standards embodied in RSA 464 A.

These Agreements also provide mentoring and training services. Mentoring services are provided to family members who are willing to serve as guardian but who require a period of support. Providing this support will obviate the need for a public guardian in these cases and will thereby save the State from paying the cost of a permanent public guardianship.

Additionally, approval of these Agreements will allow the Contractors to provide protection services, on a statewide basis. These Agreements also carry out the requirements of RSA 135 C: 60, RSA 171 A: 10, II and RSA 161-F:52. The Contractors agree to seek reimbursement for other payer sources such as social security when providing protection services.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

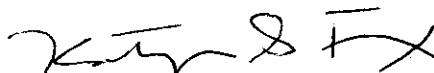
Should Governor and Executive Council determine not to approve this request, the Department would be out of compliance with the requirements of RSA 135-C: 60, RSA 171-A: 10, II, and RSA 161-F:52 and persons with mental illness, developmental disabilities and incapacitated adults who are abused, neglected or exploited, leaving them at risk of substantial harm because of their inability to provide for their own food, shelter, health care, safety, or to manage their personal affairs.

Area served: Statewide.

Source of funds: 6.4% 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, and 93.6% General Funds.

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

Respectfully submitted



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Financial Detail

05-95-92-920010-7002 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, LEGAL-GUARDIANSHIP SVCS

Office of Public Guardian			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Budget Amount</b>
2017	Contracts for Program Services	102-500731	\$1,050,915.00
2018	Contracts for Program Services	102-500731	\$1,050,915.00
	<b>Sub-total</b>		<b>\$2,101,830.00</b>

Tri-County Community Action Program			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Budget Amount</b>
2017	Contracts for Program Services	102-500731	\$421,607.50
2018	Contracts for Program Services	102-500731	\$421,607.50
	<b>Sub-total</b>		<b>\$843,215.00</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Budget Amount</b>
2017	Contracts for Program Services	102-500734	\$100,000.00
2018	Contracts for Program Services	102-500734	\$100,000.00
	<b>Sub-total</b>		<b>\$200,000.00</b>
	<b>Grand Total</b>		<b>\$3,145,045.00</b>

Subject: Public Guardianship Services (SS-2017-BMHS-02-GUARD-01)

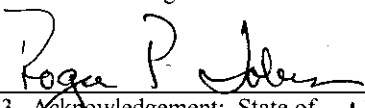
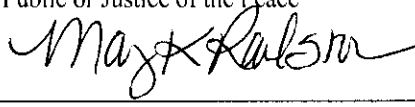
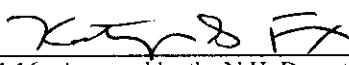
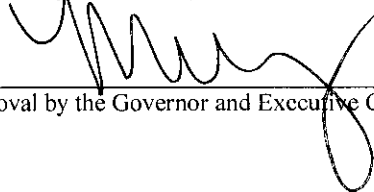
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Office of Public Guardian		1.4 Contractor Address 2 Pillsbury Street, Suite 400 Concord, NH, 03301	
1.5 Contractor Phone Number 603-224-8041	1.6 Account Number 05-95-92-920010-7002-102-500731; 05-95-48-481010-9255-102-500734	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$2,301,830.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roger P. Jobin, Treasurer	
1.13 Acknowledgement: State of <u>  NH  </u> , County of <u>  Merrimack  </u> On <u>  5/17/16  </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		MARY K. RAULSTON, Notary Public My Commission Expires July 13, 2016	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>  6/17/16  </u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

RPJ  
5-27-16

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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





## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

### 2. Definitions

2.1. Contractor means the public guardianship and protection program appointed by the Court to serve as guardian of the person and/or estate

2.2. Ward means the person for whom guardian of the person and/or estate has been appointed by the Circuit Court – Probate Division

### 3. Scope of Work Applicable to all Guardianship Services

3.1. The Contractor shall provide public guardianship and protection services to safeguard the liberty and well-being of persons who because of functional limitations, have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs for food, clothing, shelter, health care, safety or an inability to manage their property or financial affairs.

3.2. The Contractor shall provide public guardianship and protection services to persons at risk of harm to the person, estate or both the person and estate whom the State of New Hampshire has a responsibility to safeguard pursuant to RSA 135-C:60, RSA 161-F:52, and RSA 171-A:10, II.

3.3. The Contractor will provide public guardianship services to persons in Section 3.2 statewide in accordance with Revised Statutes Annotated 464-A and 547-B that include appointments as guardian, co guardian, conservator, or temporary guardian of the person and/or estate of a ward.

3.4. The Contractor will provide protection services to persons in Section 3.2 statewide that include those actions that are necessary to carry out the duties as duly designated representative or protective payee, client representative, attorney in fact, or other similar agent, as prescribed by applicable law, rule, or agreement.

3.5. The Contractor agrees to provide services to any person under this Agreement only upon receiving prior approval of the State through the Department's Office of Client and Legal Services or the Bureau of Elderly & Adult Services Adult Protective Services Administrator or designee of the Department.



Exhibit A

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- 3.6. The Contractor agrees to provide services to all persons approved for services in accordance with Section 3.8.
- 3.7. The Contractor shall refer the client to the New Hampshire Disabilities Rights Center, Inc., the New Hampshire Legal Assistance or other attorney when the Contractor is referred a client from the Department's Office of Client and Legal Services that the Contractor believes guardianship and protection services to be inappropriate, so that an administrative appeal or other appropriate legal action can be taken on behalf of the client.
- 3.8. The Contractor agrees to direct to the Department's Office of Client and Legal Services any referrals of persons made to the Contractor for guardianship and protection services from, but not limited to, the Glenclyff Home for the Elderly, New Hampshire Hospital, and community agencies in the mental health system, developmental services system, and the adult and elderly system.
- 3.9. The Contractor agrees that they will not be reimbursed by the Department for services in this Agreement in the event the Contractor provides guardianship and protection services to persons who have not been screened and approved by the Department's Office of Client and Legal Services or Bureau of Elderly & Adult Services.
- 3.9.1. In instances not within the control of the Contractor where guardianship appointments were made without approval granted from the Department's Office of Client and Legal Services or Bureau of Elderly & Adult Services, the Contractor may receive reimbursement for guardianship services when the Contractor can provide documentation satisfactory to the Department that such circumstances occurred and the Contractor made reasonable efforts to decline such appointments.
- 3.9.2. The Contractor shall include documentation of reasonable efforts made to decline such appointments with its monthly invoices. If the documentation provided by the Contractor is satisfactory to the Department, the Department may make payments to the Contractor for appointments made without approval as long as the wards appointed to the Contractor are persons for whom the State has responsibility to safeguard pursuant to RSA 135 C: 60, RSA 171 A:10, II and RSA 161-F:52.
- 3.10. The Contractor shall provide guardianship and protection services to persons under this Agreement, in accordance with the "Standards of Practice" and "A Model Code of Ethics for Guardians" developed by the National Guardianship Association.
- 3.10.1. Notwithstanding the ethics and standards for guardians cited in Section 3.10, for monthly visits, the Contractor shall at least make quarterly face to face visits with the ward or more frequent visits as required in



Exhibit A

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- individual circumstances, in accordance with Contractor's accepted practice.
- 3.10.2. The Contractor shall attempt to have a video conference with the ward in the instance the ward is out of the State of New Hampshire for an extended period of time and it would not be feasible for the Contractor to see the ward face to face on the basis outline in Section 3.10.1 above.
- 3.10.3. The Contractor shall make at least telephone contact with the ward should the technology for a video conference not be available.
- 3.10.4. The Contractor may suspend face to face visits as required in Section 3.10.1 when the ward may be aggressive to the point of physical harm to the Contractor. The Contractor shall suspend visits until an alternative plan can be developed for the guardian to meet with the ward while maintaining personal safety.
- 3.11. In any action brought in Circuit Court-Probate Division to limit or otherwise reduce the scope of a guardianship over a person served under this Agreement, the State agrees to appear with the Contractor where the State agrees that it is necessary to present the State's position on the action proposed.
- 3.12. The Contractor agrees that no "direct services" shall be provided to persons under this Agreement. Direct services include psychotherapy, case management, transportation, financial aid, or other social services available through state or other governmental or nonprofit agencies.
- 3.13. The Contractor agrees to work closely with the Bureau of Elderly and Adult Services Adult Protection Social Workers for a period of months, to be determined by the level of need following a referral, to support the client's transition from protection services provided by the State to guardianship services provided by the Contractor. The Contractor agrees that the Department's Bureau of Elderly and Adult Services, Adult Protection Service Social Workers retains the case management function of the clients during the transition period.
- 3.14. The Contractor has responsibilities as an independent decision-maker acting in a fiduciary capacity with respect to the persons to be served under this Agreement and the decisions to be made on behalf of such persons shall not be directed or influenced by the State by any action taken under this Agreement.
- 3.15. The Contractor may elect to subcontract for such services as may be necessary to carry out guardianship and protection services under this Agreement with prior notification and approval of the State through the Office of



Exhibit A

Client and Legal Services or Bureau of Elderly & Adult Services of the Department.

- 3.16. The Contractor may provide guardianship and protection services to persons other than those who are referred pursuant to this Agreement. However, the Contractor agrees that pursuant to RSA 547 B:7, no funds provided under this Agreement shall be expended for such persons. Furthermore, the Contractor agrees to maintain sufficient records, which shall be subject to the Department's examination and be included as part of the Audit of Records required in Section 3.9 to document that the funds received under this Agreement are expended in accordance with this Agreement.
- 3.17. The Contractor shall accept and investigate complaints from the Department regarding services performed under this Agreement. The Contractor shall investigate the circumstances pertaining to the complaint and shall respond in writing within thirty (30) days to the Department concerning the results of the investigation. The Contractor shall provide on a quarterly basis, a report of all written complaints filed against the Contractor and shall explain how each such complaint was resolved.
- 3.18. The Contractor recognizes the inherent value of the opinions of the wards they serve. If staff at any institution or developmental services or mental health or elderly and adult agency within the jurisdiction of the Department or any entity providing funding to the Department distributes a survey, questionnaire or similar instrument designed to gauge consumer satisfaction of wards in reference to the services received by the ward including the services provided by the Contractor under this Agreement, the Contractor agrees to allow their wards to participate in such measures of consumer satisfaction unless the Contractor indicates in writing to the Department the reasons why a particular ward should not be allowed to so participate.

**4. Scope of Services – Guardianship Services**

4.1. The Contractor shall provide the following functions for individuals so named by the Circuit Court Probate Division as wards of the Contractor. This listing and description is not intended to restate existing rules and regulations already in place, but rather its purpose is to clarify the relationship of the Contractor with respect to its wards who need and are receiving services in the developmental services, mental health, and/or elderly and adult systems. The Contractor shall perform the following functions, but not limited to:

- 4.1.1. Making decisions regarding the residential and day placement of the ward, utilizing the standards of least restrictive environment and the best interests of the individual ward.
- 4.1.2. Insuring that all legally necessary steps are taken to enable the individual ward to receive comprehensive evaluations and comprehensive treatment and services.



Exhibit A

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- 4.1.3. Advocating for and requesting appropriate services for the individual ward utilizing the individual service/treatment planning process following established Department standards and law.
  - 4.1.4. Being available to give or withhold consent to proposed medical care.
  - 4.1.5. Being available to give or withhold consent, where such is legally necessary, to proposed professional care, counsel, treatment or service including, but not limited to behavioral programs, significant changes in individual service/treatment plans, and other clinically or legally significant treatment or services.
  - 4.1.6. Insuring that the ward's civil rights are protected within the context of the decision the guardian is making on behalf of the ward and refraining from unwarranted intrusion into the life of the ward.
  - 4.1.7. Assuming responsibility for any and all other duties as are stated in RSA 464 A or as are required by the Circuit Court Probate Division.
  - 4.1.8. If guardian of the estate, being available to make all decisions as required by RSA 464-A:26
- 4.2. The Contractor agrees that all of the responsibilities referenced in 4.1. above are contingent upon the actual authority granted in each individual court order specifying the extent and scope of guardianship for each individual.
- 4.3. The Contractor agrees to be kept aware of the facts or circumstances which may impact the decisions to perform the functions specified in Section 4.1.
- 4.3.1. The Contractor shall maintain significant and appropriate contact with each ward so to assure that Contractor's efforts best reflect the personal preferences, values, and desires of the ward to the fullest extent possible in order to make informed decisions on behalf of their wards.
  - 4.3.2. The Contractor shall seek out information about the ward or the ward's situation so that they are fully aware of all risks and benefits of any proposed course of action, as well as any alternatives that may exist.
  - 4.3.3. The Contractor, when providing guardianship of the person shall maintain regular contact with their wards in order to comply with the standards and ethics in Section 3.10.
  - 4.3.4. The Contractor agrees that each guardian has the obligation to become as familiar as possible with his or her ward by having the personal contact required with the ward and other important and significant people in the ward's life. The Contractor may meet this obligation through close interaction with the ward's case manager and others who share a responsibility for providing for the needs of the individual.



## 5. Guardianship and Protection Services

- 5.1. The Contractor is obligated to accept all protection services cases referred to the Contractor by the Department's Office of Client and Legal Services or Bureau of Elderly & Adult Services. The Department shall make every attempt to obtain a Release of Information from the proposed client with the Contractor except where prohibited from doing so by law. Also, to the extent possible, the Contractor shall be involved in the screening process for protection cases. If the Contractor believes that the appointment of a protective payee or representative payee is inappropriate, the Contractor may refer the client to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorney so that an administrative appeal or other appropriate legal action can be taken on behalf of the client.
- 5.2. For persons referred to Contractor by the Department's Office of Client and Legal Services pursuant to RSA 136-C:60 and RSA 171-A:10 II, the Contractor agrees to serve the current total of 694 persons receiving guardianship services, plus any new persons referred in accordance with Section 3.5 above. However, the Contractor agrees to provide guardianship services for up to 725 cases during the contract period. The Department shall provide the Contractor with letters of approval for each new case assigned to the Contractor by the Office of Client and Legal Services. The Contractor may bill for services when the Contractor is actually appointed as the guardian by the Circuit Court-Probate Division, except as provided in Exhibit B, Section 4.2
- 5.3. For persons referred to Contractor by the Bureau of Elderly & Adult Services pursuant to RSA 161-F:52, the Contractor agrees to provide guardianship services for no more than forty-two (42) individuals at any point in time during the contract period. While the Department shall provide the Contractor with letters of approval for each new case assigned to the Contractor by the Bureau of Elderly & Adult Services, the Contractor may not bill for services until the Contractor is actually appointed as guardian by the Circuit Court-Probate Division.

## 6. Scope of Services - Technical Assistance

- 6.1. The Contractor may provide technical assistance to private guardians or training to area agency or community mental health center whose staff provide direct services to wards that are clients of the Department.
- 6.2. The Contractor shall provide the technical assistance or training described in Section 6.1 upon receiving confirmation from the private guardian or the agency staff their approval from the Office of Client and Legal Services with the specified number of hours for technical assistance or training.
- 6.3. In order to receive such technical assistance from the Contractor private guardians must receive prior approval from the Office of Client and Legal Services for a specified number of consultation hours.



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**7. Staffing**

- 7.1.1. The Contractor shall provide sufficient number of staff to adequately carry out, for all clients, all the duties required by statute, the letters of authority, and the standards set forth in this document.
- 7.1.2. The Contractor shall have each guardian successfully complete 20 or more hours of orientation training and, complete 10 or more hours of annual continuing education for each year of employment.
- 7.1.3. The Contractor shall report the number of professional continuing education hours obtained by each guardian by August 1, of each year.



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## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by the New Hampshire General Funds.
  - 2.1. The Contractor agrees to provide the services in Exhibit A Scope of Services in compliance with funding requirements.
3. Subject to availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State shall pay the Contractor a per diem per case rate approved by the Department's Office of Client and Legal Services for all Bureau of Mental Health Services, Bureau of Developmental Services, and the Bureau of Elderly and Adult Services clients as follows:
  - 3.1. The per diem reimbursement rate for the provision of guardianship over the person services or over the estate services to persons served under this Agreement shall be \$3.96 per ward, per day, for up to 725 clients whose guardianship services are requested by the Department's Bureaus of Mental Health Services and Developmental Services.
    - 3.1.1. The Department will reimburse the Contractor at \$3.96 per ward per day when the Contractor provides guardianship over the person.
    - 3.1.2. The Department will reimburse the Contractor at \$3.96 per ward per day when the Contractor provides guardianship over the estate.
    - 3.1.3. In the instance when the Contractor is the guardian over the person and the estate of a ward, the Department will reimburse the contractor for each service in accordance with 3.1.1 and 3.1.2 above.
  - 3.2. The hourly reimbursement rate for the provision of technical assistance to private guardians shall be \$60.00, not to exceed the amount of \$1,500.00.
  - 3.3. The hourly reimbursement rate for the provision of training to area agency, mental health and elderly and adult agency staff and probate court personnel shall be \$60.00, not to exceed the amount of \$1,500.00.
  - 3.4. The per diem reimbursement rate for the provision of guardianship over the person services or over the estate services to persons served under this Agreement shall be \$6.29, for up to 42 clients whose guardianship services are requested by the Bureau of Elderly and Adult Services.
    - 3.4.1. The Department will reimburse the Contractor at \$6.29 per ward per day when the Contractor provides guardianship over the person.
    - 3.4.2. The Department will reimburse the Contractor at \$6.29 per ward per day when the Contractor provides guardianship over the estate.





Exhibit B

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- 3.4.3. In the instance when the Contractor is the guardian over the person and the estate of a ward, the Department will reimburse the contractor for each service in accordance with 3.4.1 and 3.4.2 above.
- 3.5. For clients referred for guardianship services by the Bureau of Elderly and Adult Services, the actual cost paid by Contractor for expenses incurred in the performance of Contractors duties for guardianship over the estate under this Agreement, including, but not limited to, filing fees, bond costs and appraisal fees where no other source of reimbursement exists, not to exceed \$3,574.30.
4. Payment to the Contractor for the provision of services to clients whose guardianship services are requested by the Bureaus of Mental Health Services and Developmental Services will be made on a monthly basis subject to the following conditions:
- 4.1. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Office of Client and Legal Services and provided to the Contractor. The Contractor shall submit with the monthly invoice a list of clients served during the month for which the invoice is being submitted. The Office of Client and Legal Services shall pay the Contractor by multiplying the per diem rate times the total number of days for each service provided during the month to each eligible client under this Agreement.
- 4.2. The Contractor may be compensated for work completed preceding appointment by the Circuit Court-Probate Division via submission of a monthly invoice detailing the actual work completed and time used to complete the work.
- 4.2.1. The Contractor will be reimbursed at an hourly rate of \$60, to be billed using a six (6) minute/unit.
- 4.2.2. The billable limit for each case in which work is completed preceding appointment by the Circuit Court-Probate Division shall be \$300 per case.
- 4.3. The per diem rate will be extended to the last day of the month following the month in which the client dies or for whom guardianship service are terminated.
- 4.4. The Contractor agrees to provide a copy of the court notice to the Department with the invoice when the Contractor is appointed guardian of a person and/or estate and no longer provides guardianship over the person and/or the estate.
- 4.5. Invoices shall be due by the 15th of the month following the month in which services are provided.
- 4.6. The Contractor shall review the cases referred by the Office of Client and Legal Services monthly and move individuals to a different funding mechanism, if possible, to allow more openings for additional referrals. In all cases where alternate funding becomes available, the Contractor shall transfer the ward from the Office of Client and Legal Services funded slot within sixty (60) days.
5. Payment to the Contractor for the provision of services to clients whose guardianship services are requested by the Bureau of Elderly and Adult Services will be made on a monthly basis subject to the following conditions:



Exhibit B

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- 5.1. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the Contractor. The Contractor shall submit a list of clients served during the month for which the invoice is being submitted with the monthly invoice. The Bureau of Elderly & Adult Services shall pay the Contractor by multiplying the per diem rate times the total number of days for each service provided during the month to each eligible client under this Agreement.
  - 5.2. The Contractor agrees to provide a copy of the court notice to the Department with the invoice when the Contractor is appointed guardian of a person and/or estate and no longer provides guardianship over the person and/or the estate.
  - 5.3. Invoices shall be due by the 15th of the month following the month in which services are provided.
  - 5.4. The Contractor shall review the BEAS cases monthly and move individuals to a different funding mechanism, if possible, to allow more openings for additional referrals. In all cases where alternate funding becomes available, the Contractor shall transfer the ward from BEAS funded slot within sixty (60) days.
  6. The Contractor agrees to seek reimbursement from other payer sources when providing protection services as described in Section 3.4 of Exhibit A, Scope of Services. The Department will not reimburse for services under this Agreement for protection services described in Section 3.4 of Exhibit A, Scope of Services.
  7. 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.



**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, with additional umbrella liability coverage of not less than \$1,000,000; and professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the service hereunder.





- 
5. Subparagraph 14.1 of the General Provisions of this contract, is amended by adding the following subparagraph 14.1.3:
- 14.1.3 During the term of this Agreement, the Contractor shall maintain a fidelity bond, covering the activities of all employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to at least twenty-five (25) percent of the contract price limitation in Block 1.8 of the General Provision (Form P-37).



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

5-27-16  
Date

Roger P. Jobin  
Name: ROGER P. JOBIN  
Title: TREASURER



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5-27-16  
Date

Roger P. Jobin  
Name: Roger P. Jobin  
Title: Treasurer



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

5-27-16  
Date

Roger P. Jobin  
Name: Roger P. Jobin  
Title: Treasurer



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

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

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

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

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

Exhibit G

Contractor Initials PPJ

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

5-27-16  
Date

Roger P. Jobin  
Name: Roger P. Jobin  
Title: Treasurer

Exhibit G

Contractor Initials RJ

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

Date 5-27-16





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

5-27-16  
Date

Roger P. Jobin  
Name: Roger P. Jobin  
Title: Treasurer



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

PPJ

5-27-16



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/3/16  
Date

Office of Public Guardian  
Name of the Contractor

Roger P. Jobin  
Signature of Authorized Representative

Roger P. Jobin  
Name of Authorized Representative

Treasurer  
Title of Authorized Representative

5-27-16  
Date



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

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

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

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

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

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

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

Contractor Name:

5-27-16  
Date

Roger P. Jobin  
Name: Roger P. Jobin  
Title: Treasurer





**FORM A**

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

1. The DUNS number for your entity is: 969885164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

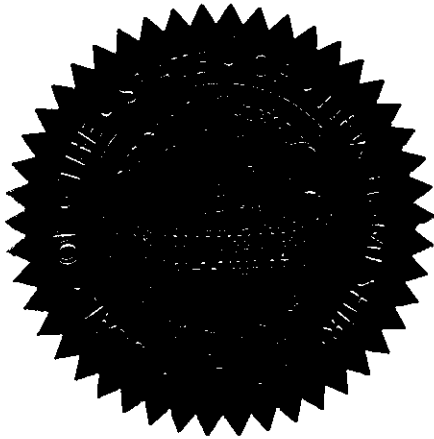
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

# 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 OFFICE OF PUBLIC GUARDIAN is a New Hampshire nonprofit corporation formed July 14, 1983. 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 17<sup>th</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of Office of Public Guardian  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 24, 2016  
(Date)

**RESOLVED:** That the Treasurer  
(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 27<sup>th</sup> day of May, 2016.  
(Date Contract Signed)

4. Roger P. Jobin is the duly elected Treasurer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Susan Fox  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 27 day of May, 2016.

By Susan Fox  
(Name of Elected Officer of the Agency)

Mary K. Raulston  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

MARY K. RAULSTON, Notary Public  
My Commission Expires July 13, 2016

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2016

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).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Stephanie Lamere, CIC <b>PHONE (A/C, No, Ext):</b> (603) 715-9740 <b>E-MAIL ADDRESS:</b> slamere@davistowle.com <b>FAX (A/C, No):</b> (603) 225-7935
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds of London <b>INSURER B:</b> Torus Specialty Insurance Co. <b>INSURER C:</b> Wesco Insurance Company <b>INSURER D:</b> The Hanover Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  Office of Public Guardian, Inc. 2 Pillsbury Street, Suite #400 Concord, NH 03301	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		LCPKM00602	02/05/2016	02/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED 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 checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	83731E163ALI	02/05/2016	02/05/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ <b>Aggregate</b> \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WWC3096299	08/30/2015	08/30/2016	<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
D	Crime Policy		BDV-1835146-05	02/17/2016	02/17/2017	Employee Theft 1,750,000
A	Professional Liab		MPL100066-16	02/11/2016	02/11/2017	*See Description Box

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

\*Professional Liability: Claims Made  
 \$1,000,000 Per Claim, including damages and claim expense  
 \$1,000,000 in the Aggregate for All Claims, including damages and claim expense  
 \$5,000 Deductible Per Claim including damages and claim expense

\*\*Workers Comp Information:  
 Proprietors/Partners/Executive Officers/Members Excluded: Robert Wells, Roger Jobin, Michael Fuerot. 3A States: NH

### CERTIFICATE HOLDER

### CANCELLATION

State of NH, Dept of Health & Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Stephanie Lamere</i>
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# OPG Mission Statement

The OPG Articles of Agreement and By-Laws articulate the following objectives and mission:

This corporation is created for the following reasons:

- A. The provision of guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to N.H. RSA 464-A and other applicable statutes.
- B. To be designated as the Public Guardianship and Protection Program pursuant to N.H. RSA 547-B.
- C. The provision of protective services, other than guardianship services that are consistent with the intent of N.H. RSA 464-A. Such protective services may include, but not be limited to, power of attorney, client representative, or services as a representative or protective payee.
- D. The provision of guardianship and other fiduciary services to minors.
- E. The provision of private fiduciary services.

The mission statement expresses OPG's already well established philosophy as follows:

"It is the goal of this corporation to protect the legal and human rights and civil liberties of all individuals it serves by exercising the highest ethical standards in decision making on behalf of others and by ensuring that the individual dignity of its clients is respected."

**OFFICE OF PUBLIC GUARDIAN, INC.**

**Financial Statements**

**June 30, 2015 and 2014**

**and**

**Independent Auditor's Report**

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**FINANCIAL STATEMENTS**  
June 30, 2015 and 2014

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Statements of Activities	4
Statements of Cash Flows	5
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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Office of Public Guardian, Inc.

We have audited the accompanying financial statements of the Office of Public Guardian, Inc. (a non-profit entity) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

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

### *Auditor's Responsibility*

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

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

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

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Office of Public Guardian, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



*Other Matters*

We were not engaged to audit the statement of financial position of the agency funds of the Office of Public Guardian, Inc. Those funds, which are more fully described in Note 8 to the financial statements, were approximately \$20,060,429 at June 30, 2015 and \$17,454,858 at June 30, 2014, as represented by management.

*Vachon Aubrey & Company PC*

Manchester, New Hampshire  
October 8, 2015

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
June 30, 2015 and 2014

<b>ASSETS</b>		
	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS:</b>		
Cash	\$ 341,965	\$ 337,384
Accounts receivable, net of allowance for uncollectible receivables of \$20,000 and \$20,000 in 2015 and 2014, respectively	142,610	82,342
Contracts receivable	36,202	25,433
Prepaid expenses	17,713	19,406
<b>TOTAL CURRENT ASSETS</b>	<u>538,490</u>	<u>464,565</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Condominium Unit	1,094,479	1,094,479
Office furniture and equipment	111,585	110,910
Computer equipment	83,258	81,486
	<u>1,289,322</u>	<u>1,286,875</u>
Less accumulated depreciation	349,815	296,846
<b>PROPERTY AND EQUIPMENT - NET</b>	<u>939,507</u>	<u>990,029</u>
<b>OTHER ASSETS:</b>		
Restricted cash	9,202	5,199
Investments-restricted	120,274	121,300
Software, net of accumulated amortization of \$139,327 in 2015 and \$135,393 in 2014	2,440	6,374
<b>TOTAL OTHER ASSETS - NET</b>	<u>131,916</u>	<u>132,873</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,609,913</u>	<u>\$ 1,587,467</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 10,910	\$ 26,063
Accrued liabilities:		
Accrued payroll	49,893	37,345
Accrued vacation	141,460	122,482
Other	24,073	24,889
Current portion of long-term debt	628,596	22,729
<b>TOTAL CURRENT LIABILITIES</b>	<u>854,932</u>	<u>233,508</u>
<b>LONG-TERM LIABILITIES:</b>		
Mortgage notes payable, less current portion of \$628,596 in 2015 and \$22,739 in 2014	-	628,046
<b>TOTAL LONG-TERM LIABILITIES</b>	<u>-</u>	<u>628,046</u>
<b>NET ASSETS</b>		
Unrestricted	625,505	599,414
Temporarily restricted	29,476	26,499
Permanently restricted	100,000	100,000
<b>TOTAL NET ASSETS</b>	<u>754,981</u>	<u>725,913</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,609,913</u>	<u>\$ 1,587,467</u>

*See notes to financial statements*

**OFFICE OF PUBLIC GUARDIAN**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS:</b>		
<b>REVENUES:</b>		
Fees and grants from governmental agencies	\$ 1,258,521	\$ 1,260,679
Other fees	1,569,147	1,346,711
Interest and dividend income	172	167
Other income	139	7,663
<b>TOTAL UNRESTRICTED REVENUES</b>	<u>2,827,979</u>	<u>2,615,220</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS:</b>	<u>-</u>	<u>5,850</u>
<b>TOTAL UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT</b>	<u>2,827,979</u>	<u>2,621,070</u>
<b>EXPENSES:</b>		
Salaries, wages and temporary labor	1,888,492	1,632,462
Employee benefits	355,311	307,131
Payroll taxes	141,186	130,573
Travel	65,568	51,021
Depreciation	52,968	42,718
Interest expense	36,933	40,285
Office expense	38,289	41,599
Condominium fees	38,640	37,756
Telephone	37,019	32,784
Other	14,460	25,070
Computer support and maintenance	26,014	31,003
Professional fees	37,001	23,665
Postage	22,370	19,087
Repairs and maintenance	10,689	31,035
Bad debt	-	11,550
Staff development	14,887	21,806
General insurance	9,852	7,816
Journals and publications	4,224	7,502
Utilities	3,136	4,890
Printing	1,818	2,508
Amortization	3,933	5,116
<b>TOTAL EXPENSES</b>	<u>2,802,790</u>	<u>2,507,377</u>
<b>INCREASE IN UNRESTRICTED NET ASSETS</b>	<u>25,189</u>	<u>113,693</u>
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:</b>		
Realized and unrealized gains on investments	1,970	17,115
Dividend income	1,909	1,992
Net assets released from temporary restrictions	-	(5,850)
<b>INCREASE IN TEMPORARILY RESTRICTED NET ASSETS</b>	<u>3,879</u>	<u>13,257</u>
<b>INCREASE IN NET ASSETS</b>	29,068	126,950
<b>NET ASSETS, July 1</b>	<u>725,913</u>	<u>598,963</u>
<b>NET ASSETS, June 30</b>	<u>\$ 754,981</u>	<u>\$ 725,913</u>

See notes to financial statements

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>Cash Flows From Operating Activities:</b>		
Cash received from clients and third party payers	\$ 1,508,879	\$ 1,328,975
Cash received from governmental agencies	1,247,891	1,278,026
Interest income from operations	167	167
Cash paid to employees	(1,856,966)	(1,634,344)
Cash paid to suppliers	(871,668)	(813,350)
Net Cash Provided by Operating Activities	<u>28,303</u>	<u>159,474</u>
<b>Cash Flows From Investing Activities:</b>		
Purchase of property, plant and equipment	(2,445)	(114,412)
Cash paid for investments	(50,985)	(20,217)
Realized gains on investments	9,925	4,997
Cash received from dividends	1,909	1,992
Proceeds from sale of investments	44,056	22,160
Net Cash Provided (Used) by Investing Activities	<u>2,460</u>	<u>(105,480)</u>
<b>Cash Flows From Financing Activities:</b>		
Payments on mortgage debt	(22,179)	(20,872)
Net Cash Used for Financing Activities	<u>(22,179)</u>	<u>(20,872)</u>
Net Increase in Cash	8,584	33,122
Cash, Beginning of Year	342,583	309,461
Cash, End of Year	<u>\$ 351,167</u>	<u>\$ 342,583</u>
<b>Reconciliation of Increase in Net Assets to Net Cash Provided by Operating Activities:</b>		
Increase in net assets	\$ 29,068	\$ 126,950
<b>Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:</b>		
Depreciation	52,968	42,718
Amortization	3,933	5,116
Realized gains on sales of investments	(9,925)	(4,997)
Unrealized gains on investments	7,955	(12,118)
Investment related income	(1,909)	(1,992)
Loss on disposal of assets	-	-
Bad debts	-	11,550
<b>Changes in assets and liabilities:</b>		
Accounts receivable	(60,268)	(17,736)
Contracts receivable	(10,769)	9,684
Prepaid expenses	1,693	(3,854)
Accounts payable	(15,153)	(330)
Accrued liabilities	30,710	4,483
Net Cash Provided by Operating Activities	<u>\$ 28,303</u>	<u>\$ 159,474</u>
<b>Supplemental Data:</b>		
Interest paid	<u>\$ 36,933</u>	<u>\$ 40,285</u>

See notes to financial statements

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For the Years Ended June 30, 2015 and 2014

**NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Entity and Purpose*

The Office of Public Guardian, Inc. (the Entity) was incorporated as a non-profit organization on July 14, 1983. The Entity was established to provide guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to New Hampshire State law (RSA 464-A) and other applicable statutes. Protective services other than guardianship may include but are not limited to, power of attorney, client representative, or services as a representative or protective payee.

The accounting policies of the Office of Public Guardian, Inc. conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations, except as indicated hereafter. The following is a summary of significant accounting policies.

*Basis of Presentation*

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

*Contributions*

Contributions received by the Entity are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

*Basis of Accounting*

The financial statements have been prepared using the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

*Pervasiveness 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. Significant estimates include depreciation expense and the allowance for doubtful accounts.

*Recognition of Donor Restrictions*

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other time and donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2015 and 2014

*Property, Equipment, and Intangibles*

Property and equipment are stated at cost. The Entity's policy is to capitalize expenditures for major improvements and to charge operations currently for expenditures which do not extend the lives of related assets. The provision for depreciation is determined by the straight line method at rates intended to depreciate or amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Intangibles	3
Equipment	5 - 10
Furniture	5 - 10
Buildings	40

*Bad Debts*

The Entity uses the reserve method for accounting for bad debts. For the year ended June 30, 2015 and 2014, the Entity reserved \$20,000 and \$12,000, respectively, as an allowance for uncollectible receivables. Management estimated these allowances by evaluating the probability of collection on a per account basis.

*Accrued Vacation*

Full time employees accrue Paid Time Off (PTO) during their first year of employment at a rate of 9.38 hours per completed month of service. After the first year of service employees are credited with 150 to 262.5 hours of PTO for that year on January 1st, based on each employee's years of service. Employees may carry over 37.5 to 150 hours of unused PTO into each calendar year based on their years of service. Any accrued, but unused PTO is payable to the employee upon separation from employment and has been recorded as a liability at year end.

*Income Taxes*

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

The Financial Accounting Standards Board issued an interpretation on Income Taxes which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity did not have any unrecognized tax benefits and determined the impact of this new interpretation was not material to the financial statements. During the years ended June 30, 2015 and 2014, no new additional unrecognized tax benefits were identified. Tax years ended June 30, 2012, 2013 and 2014 are open for possible examination by the Internal Revenue Service.

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2015 and 2014

*Cash and Cash Equivalents*

For the purposes of reporting cash flows, the Entity considers all highly liquid investments with an initial maturity of 90 days or less as cash equivalents.

*Investments*

The Board of Directors of the Entity has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) 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 Entity classifies the original value of the gift as permanently restricted net assets. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until approved for expenditure when it is reclassified to unrestricted net assets. The Entity appropriates amounts for expenditure in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Entity considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) duration and preservation of the endowment funds; (2) the purposes of the Entity and the endowment fund; (3) general economic conditions; (4) effect of inflation and deflation; (5) the expected total return from income and the appreciation of investments; (6) other resources of the Entity; and (7) the investment policy of the Entity.

The Entity has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of income of funding to programs supported by its endowment while seeking to maintain the purchasing power of those endowment assets over the long term. Endowment assets include those assets of donor-restricted funds that the Entity must hold in perpetuity or for donor-specified periods. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. The Entity expects its endowment assets, over time, to produce an average return of approximately 10% annually. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate of return objectives, the Entity relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. The Entity targets a diversified asset allocation which includes equity and debt securities. This is intended to result in a consistent inflation-protection rate of return that has sufficient liquidity to make an annual distribution of approximately \$5,000, while growing the fund if possible.

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 SPMIFA requires the Entity to retain as a fund of perpetual duration.

The following tabulation summarizes the relationship between carrying values and market values of investment assets for the years ending June 30, 2015 and 2014:

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2015 and 2014

	<u>For the Year Ended June 30, 2015</u>		
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, as of July 1, 2014	\$ 26,499	\$ 100,000	\$ 126,499
Investment return:			
Investment income, net of fees	1,007		1,007
Net appreciation	<u>1,970</u>		<u>1,970</u>
Total investment return	29,476	100,000	129,476
Appropriation of endowment assets for expenditure	<u>-</u>	<u>-</u>	<u>-</u>
Endowment net assets, as of June 30, 2015	<u>\$ 29,476</u>	<u>\$ 100,000</u>	<u>\$ 129,476</u>

	<u>For the Year Ended June 30, 2014</u>		
	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, as of July 1, 2013	\$ 13,242	\$ 100,000	\$ 113,242
Investment return:			
Investment income	6,989		6,989
Net appreciation	<u>12,118</u>		<u>12,118</u>
Total investment return	32,349	100,000	132,349
Appropriation of endowment assets for expenditure	<u>(5,850)</u>	<u>-</u>	<u>(5,850)</u>
Endowment net assets, as of June 30, 2014	<u>\$ 26,499</u>	<u>\$ 100,000</u>	<u>\$ 126,499</u>

***Fair Value Measurements***

The Entity has adopted the FASB Accounting Standards Codification standard, *Fair Value Measurements*, which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under the *Fair Value Measurements* are described below.

**Level 1** - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

**Level 2** - Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.



**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2015 and 2014

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

**Level 3** - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

*Bond and Equity Mutual Funds:* Valued at the net asset value ("NAV") of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Entity's investments, comprised of mutual funds, were reported at fair value by Level 1 inputs in the amounts of \$120,274 and \$121,300 for the years ended June 30, 2015 and 2014, respectively.

***Investment Valuation and Income Recognition***

The Entity's investments as of June 30, 2015 and 2014 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

At June 30, 2015 and 2014, investments have a market value of \$120,274 and \$121,300, cost basis of \$112,528 and \$97,489, realized gains of \$9,925 and \$4,997, unrealized gains or (loss) of (\$7,955) and \$12,118, investment returns of \$1,909 and \$1,992, and endowment expenditures of \$-0- and \$5,850, respectively.

**NOTE 2--ECONOMIC DEPENDENCE**

The Entity's primary source of support are fees and grants received from the State of New Hampshire and were \$1,119,762 and \$1,094,677 for the years ended June 30, 2015 and 2014, respectively. The grant agreements have been renewed for the next fiscal year. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as charges for private services, fees from regional non-profit agencies, interest, and other income. The Contract has been renewed for the year ended June 30, 2016.

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2015 and 2014

**NOTE 3--DONOR-DESIGNATED ENDOWMENTS**

As of June 30, 2015 and 2014, the Entity held \$100,000 and \$100,000 in permanently restricted funds, respectively as a result of a prior endowment gift.

**NOTE 4--LINE OF CREDIT**

The Entity has a demand line of credit of \$50,000 at the bank's variable interest rate (3.25% at June 30, 2015). As of June 30, 2015 and 2014, the outstanding balance of the line of credit is \$-0-.

**NOTE 5--MORTGAGE NOTE PAYABLE**

At June 30, 2015 and 2014, mortgage notes payable consist of the following:

	<u>2015</u>	<u>2014</u>
\$786,000 mortgage note payable, bank, secured by property, payable in monthly installments of interest and principal reduction of \$5,096 through October 14, 2015 with interest at 6% per annum. A final balloon payment of \$625,258 is due October 12, 2015.	\$ 628,596	\$ 650,775
Less current portion	<u>628,596</u>	<u>22,729</u>
	<u>\$ -</u>	<u>\$ 628,046</u>

Debt service requirements are as follows:

<u>Year</u>	<u>Amount</u>
2016	<u>\$ 628,596</u>

The Entity has agreed, in principal, to refinance the mortgage in October, 2015.

**NOTE 6--RETIREMENT PLAN**

The Entity has a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code for all full-time employees. An employee becomes eligible to participate at the commencement of employment and is vested when an initial contribution is made. Employer contributions are made on each participant's behalf at 5% of gross wages each year. For the years ended June 30, 2015 and 2014, the Entity contributed \$71,143 and \$62,752 respectively, to the plan.

**NOTE 7--FUNCTIONAL EXPENSES**

The Organization generally reports on the natural classification of expenses. Functional expense allocations are based on the estimated allocation to direct programming costs to specific programs and supporting services (Management and General Expenses). The summary of functional expenses is reported as follows based on direct and allocated costs for the years ended June 30, 2015 and 2014.

**OFFICE OF PUBLIC GUARDIAN, INC.**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
For the Years Ended June 30, 2015 and 2014

Functional Expenses

	<u>2015</u>	<u>2014</u>
Program expenses	\$ 2,143,260	\$ 1,856,851
Management and General Expenses	<u>659,530</u>	<u>650,526</u>
	<u>\$ 2,802,790</u>	<u>\$ 2,507,377</u>

**NOTE 8--AGENCY FUNDS**

The Entity maintains guardian accounts on behalf of the wards of the State. These funds amounted to approximately \$20,069,429 and \$17,454,858 as of June 30, 2015 and 2014, respectively. The assets and related obligation have not been reflected on the Statements of Financial Position at June 30, 2015 and 2014.

**NOTE 9--SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 8, 2015, which is the date the financial statements were available to be issued.

**OFFICE OF PUBLIC GUARDIAN  
BOARD OF DIRECTORS**

**President/Clerk**

Susan W. Fox  
UNH, Institute on Disability/UCE  
56 Old Suncook Rd., Suite 2  
Concord, NH 03301  
Tel: 228-2084  
[swfox@cisunix.unh.edu](mailto:swfox@cisunix.unh.edu)

Nina Gardner

**Treasurer**

Roger Jobin

Alexander de Nesnera, MD

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(Northwestern Mutual Life)  
[roger.jobin@nmfn.com](mailto:roger.jobin@nmfn.com)

Tel 271-5202  
[adenesnera@dhhs.state.nh.us](mailto:adenesnera@dhhs.state.nh.us)

**Secretary**

Michael Fuerst, Esq.  
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Robert A. Wells, Esq.  
McLane, Graf, Raulerson & Middlelor  
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Manchester, NH 03105  
Tel 628-1307 Fax 625-5650  
[bob.wells@mclane.com](mailto:bob.wells@mclane.com) Concord

Raymond F. Bower  
Riverside Rest Home  
276 County Farm Road  
Dover, NH 03820  
[rbower@co.strafford.nh.us](mailto:rbower@co.strafford.nh.us)

Revised 6/15

**LINDA MALLON, ESQUIRE**

Office of Public Guardian  
2 Pillsbury St., Suite 400  
Concord NH 03301  
(603) 224-8041  
lmallon@opgnh.org

**EDUCATION:** Franklin Pierce Law Center, Concord, New Hampshire  
Juris Doctor, 1982  
Admission to New Hampshire Bar, 1982

Trinity College, Hartford, Connecticut  
B.A., American Studies, 1977

**PROFESSIONAL  
EXPERIENCE:**

**OFFICE OF PUBLIC GUARDIAN**  
Concord, New Hampshire

**Executive Director**, 1998-Present  
**Deputy Director**, 1985-1998  
**Public Guardian**, 1984-1985

- Responsible for directing a non-profit organization certified by the NH Supreme Court to provide public guardianship throughout the State of NH to qualified indigent citizens receiving services through the Department of Health and Human Services and Department of Corrections
- Responsible for overseeing the provision of private guardianship and other fiduciary services to individuals statewide
- Provide supervision, consultation and training to twenty-six staff members including attorneys, medical professionals and social workers
- Develop organizational policies and procedures
- Provide education, training and other consultative services on a state, regional and national basis

**NEW ENGLAND NON-PROFIT  
HOUSING CORPORATION**

Concord, New Hampshire  
**Staff Attorney, 1982-1984**

**NEW HAMPSHIRE LEGAL ASSISTANCE  
INSTITUTIONAL LAW PROJECT**

Concord, New Hampshire  
**Law Clerk, 1981-1982**

- Statewide program concerned with matters affecting the rights of institutionalized and disabled persons in the areas of mental health, developmental disabilities, juvenile and prison law.
- Focus on pursuing remedies which enabled these individuals to live in the least restrictive, most integrated community setting possible.

**CERTIFICATIONS: Center for Guardianship Certification**

- Certified Master Guardian
- Certified Proctor for CGC exams

**MEMBERSHIPS: National Guardianship Association**

- Ethics Committee; First Responder
- Nominating Committee

**New Hampshire Bar Association**

- Elder Law, Estate Planning and Probate Section

**Probate Court Task Force on Professional Guardians**

**Long Term Care Ombudsman Advisory Committee**

**Incapacitated Adult Fatality Review Committee**

**Foundation for Healthy Communities**

- Healthcare Decisions Coalition

**Darcy G. Johnson**  
**Office of Public Guardian**  
**2 Pillsbury Street, Suite 400**  
**Concord, NH 03301**  
**djohnson@opgnh.org**  
**(603) 224-8041**

**Education:**

Syracuse University  
Syracuse, NY  
B.S. Business Administration

Chaplaincy Institute of Maine  
Portland, ME  
Ordained Interfaith Chaplain:

Andover Newton Theological School  
Newton Center, MA  
Currently enrolled: CAGS Ethics and Social Justice

**Professional  
Experience:**  
7/09 – Present:

Associate Director  
Office of Public Guardian  
2 Pillsbury Street  
Suite 400  
Concord, NH 03301

Responsibilities include assisting with policies and procedures; assessing and streamlining documentation requirements; supporting effective use of resources; assessing and supporting technology; assist with contract compliance.

2/01 – Present

Public Guardian

Responsibilities include advocacy, strong documentation and communication skills, working with service providers, medical professionals, families, NH State benefit providers, NH Probate Courts.

2000 – 2001

Associate Director  
Chesco, Inc.  
12 Wilson Street  
Keene, NH 03431

Provided residential services to individuals with developmental disabilities. Supervised staff providing care to individuals in their homes

**Darcy G. Johnson**  
**Office of Public Guardian**  
**2 Pillsbury Street, Suite 400**  
**Concord, NH 03301**  
**djohnson@opgnh.org**  
**(603) 224-8041**

1997 – 2000

Community Network Coordinator  
Monadnock Partnership  
Monadnock Developmental Services  
121 Railroad Street  
Keene, NH 03431

Coordinated a pilot project to join individuals representing a variety of social services in the Monadnock Region. Held trainings to assist in serving individuals with multiple needs.

1995 – 1997

Executive Director  
Spring Hill of Ashby, Inc.  
Ashby, MA

Hired to reorganize organization after bankruptcy. Restructured services, debt and income. Supervised one hundred volunteers. Managed workshop schedule and trainings. Directed database conversion.

**Trainings  
and Certifications:**

National Certified Guardian  
Center for Guardianship Certification  
October, 2002 to Present

Attendance at the National Guardianship Conference including topics on eldercare, ethics, Probate court issues, and guardianship best practices.  
2001 to Present

Antioch New England, Keene, NH  
Post graduate coursework in Psychology

Smith College, Northampton, MA  
Post graduate coursework in Social Work

Cambridge College, Springfield, MA  
Post Graduate course in Psychopharmacology

Spring Hill Institute  
Two year certification: Body-centered Psychotherapy

The Four Winds Society  
Certification in Energy Medicine

Hospice Volunteer Training  
Women's Crisis Domestic Violence Crisis Volunteer Training



**CYNTHIA ANN FLANAGAN**  
*Office of Public Guardian*  
*2 Pillsbury Street, Suite 400*  
*Concord, NH 03301*  
*(603) 224-8041*

**PROFESSIONAL  
EXPERIENCE:**

2/08 to present

**OFFICE OF PUBLIC GUARDIAN**  
2 Pillsbury Street, Suite 400, Concord, NH 03301

**Director of Estate Services**

Responsible for overseeing the daily operations of a 6 person estate department which manages the finances of OPG clients; this includes serving in the capacity of guardian of the estate, Social Security Representative Payee, and Trustee to include Special Needs Trusts. Duties include: Supervises 5 full time staff, participates in intake review, assigns new cases, monitors all court submissions from the Estate Department including inventories, accountings and petitions, coordinates annual review of ward's investment assets, maintains knowledge of current public benefit rules and keeps abreast of changes as they arise, maintains caseload which results in continued interactions with wards, guardians and multiple benefit agencies.

8/04 to 2/08

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER**  
CSS, 1555 Elm Street, Manchester, NH 03101

**Client Benefit Specialist/Practice Assistant**

Assesses and assists clients without benefits in applying for appropriate financial/medical assistance. Liaison to both the Manchester District Office and the Medicaid Disability Determination Unit. Assists clients in completing Medicaid applications and redeterminations. Well versed in all aspects of Medicaid including the In/Out program. Complete working knowledge of Medicare Part D, able to assist clients in enrollment. Completes fee assessments according to the agency's policy for clients who are over income or denied benefits. Monitors client accounts receivable and initiates collections. Supervises two full time employees.

10/01 to 8/04

Business Office, 401 Cypress Street, Manchester, NH 03103

**Billing Specialist**

Performs the following tasks in relation to client billing: Supports the front desk with all billing related issues, collects client copays/fees, balances cash drawer, obtains third party verification/authorizations and sets client self-pay fees (according to Center policy). Sends out claims, posts payments and works denials for assigned third party payor. Monitors aging of this fund source and takes action on past due claims (seeks payment, write-off, etc.). Provides customer service to clients with questions regarding their bill.

8/94 to 10/01

Gemini Program, 9 Blodget Street, Manchester, NH 03104

**Administrative Secretary**

Performs a wide range of administrative and clerical duties to support the administration and clinical services of the The Gemini Program and The Center's Substance Abuse Services. Tasks include but are not limited to: Meeting coordination, taking and transcribing meeting minutes, quality assurance (including participation on two QI Teams), calculation of resident rents, spreadsheets, committee membership, staff scheduling, development of policies and procedures and purchasing.

Emergency Services, 401 Cypress Street, Manchester, NH 03103

**Secretary**

Provided secretarial support to a busy emergency services department including word processing, transcription, customer service, maintaining clinical records, scheduling appointments and all other clerical tasks.

**EDUCATION:**

Attended, New Hampshire College, Manchester, NH

Attended, UNH Manchester, Manchester, NH

# **Tracy M. Culberson, Esq.**

## **Experience**

2015 – Current      *Office of Public Guardian*

### **Staff Attorney / National Certified Guardian**

- Provide legal counsel as necessary to assist in the provision of guardianship services to incapacitated clients throughout New Hampshire.
- Provide guardianship services to incapacitated adults

2011 – Current      *Culberson Legal Services of New Hampshire, PLLC*

### **Owner / Solo Practitioner**

- Legal services to include probate litigation, elder law and estate planning, and Nursing Home Abuse Litigation

2006-2011      *Office of the New Hampshire Attorney General, Concord NH*

### **Assistant Attorney General**

- Head of the Elder Abuse and Financial Exploitation Unit
- Prosecuted cases of homicide, abuse, neglect, and financial exploitation of elderly and incapacitated adults in Superior, District, and Probate Courts throughout the State of New Hampshire. Notable prosecutions include:
- Trained medical professionals, first responders, judges, court personnel, emergency service providers, and adult protection workers in identifying signs and symptoms of elder abuse, neglect, self-neglect and exploitation, mandatory reporting, investigation techniques and evidence preservation.
- Drafted and filed State's response to defendant's appeal to Supreme Court.
- Chairman of the Incapacitated Adult Fatality Review Committee.

2005-2006      *Office of the Hillsborough County Attorney, Manchester NH*

### **Assistant County Attorney**

- Represented the State and Hillsborough County in Juvenile, District and Superior Courts.
- Prosecution of misdemeanor and felony-level crimes.
- Presentation of felony cases to the grand jury for indictment.

Co-Director of Communities Against Senior Exploitation (CASE) Partnership.

1992-2005      *Goffstown Police Department, Goffstown NH*

### **Police Officer / Prosecutor**

- Certified New Hampshire Police Officer
- Instructed and trained police officers in the areas of juvenile law, criminal and motor vehicle law enforcement and adjudication, search and seizure, use of force, constitutional law, and the laws of arrest.
- Drafted, reviewed, and executed search and arrest warrants.
- Training and experience in the investigation of felonies and serious misdemeanors to include homicide, sexual assault, child neglect and abuse, robbery, burglary, arson, fraud, internet crimes and financial exploitation.

2005-2007

Plymouth State University,

Plymouth, NH

**Adjunct Faculty**

- Instructor within the Department of Criminal Justice.

Specific instruction in courses to include "Criminal Adjudication", "The Constitution and the Criminal Justice Protocol" and "Domestic Violence and Juvenile Justice".

2005-Current New Hampshire Police Standards and Training Council, Concord NH

**Guest Lecturer**

- Instructor for in-service training of police officers attending "Basic Police Prosecutor" Course.
- Lectured on topics to include "The Rules of Evidence", "Case Preparation and Analysis" and "Elder Abuse and Financial Exploitation Investigation".
- Facilitator of mock DWI trials.
- 

Education

2004

Massachusetts School of Law

North Andover, MA

- Juris Doctor Degree

1992

Saint Anselm College

Goffstown, NH

- Bachelor of Arts Degree
  - Completion of requirements for Criminal Justice in 1992
- Completion of requirements for English in 1998

**Certifications and Professional Organization Memberships**

2008-Current – Chair of Incapacitated Adult Fatality Review Committee

2006-Current – Co-Chairperson of Law Enforcement Sub-Committee of the Elder Abuse Advisory Council

2006-Current – Panel Member of Long-Term Care Safety Net Committee

2004 – Member of the Massachusetts Bar Association BA-159542

2004 – Member of the New Hampshire Bar Association BA-16430

2005 – Justice of the Peace – New Hampshire

- 1992 – Certified New Hampshire Police Officer

**Continuing Legal Education**

- Trial Advocacy I – *National District Attorney's Association*: Trial Advocacy II – *National District Attorney's Association*: Prosecuting Cases of Elder Abuse – *National District Attorney's Association*: Advanced Cross Examination: Nuts and Bolts of Criminal Law: Access to Public Records: New Hampshire Bar Association Practical Skills Course: Communities Against Senior Exploitation (CASE) Partnership: NH Attorney General's Child Abuse and Domestic Violence Conference.

**Other**

- Board of Directors: Honor Flight New England
- Board of Directors for Suncook Youth Soccer
- Conversational French; Percussionist.

**ANDREA L. SISSON, CPA**  
**Office of Public Guardian**  
**2 Pillsbury St., Suite 400**  
**Concord, NH 03301**  
**(603) 224-8041**

**SUMMARY:**

- 18 years of experience with local CPA firms working with a wide range of clients including small service businesses, non-profit organizations and multi-million dollar manufacturing companies.
- Co-founded and managed local payroll service bureau.
- Proficient in various types of tax return preparation, all areas of accounting, bookkeeping and payroll.
- Designed and implemented customized bookkeeping systems for clients.
- Hired, trained and supervised staff at various levels.

**PROFESSIONAL EXPERIENCE:**

**Office of Public Guardian Concord, New Hampshire**  
**Business Manager**

**10/2007-Present**

- Responsible for all financial aspects of the organization including daily accounting work, preparation of financial statements, preparation of payroll for 27 person staff, creation of budgets
- Responsible for supervision of all administrative staff and oversight of all administrative functions of the entity
- Assist in the development of organizational policies and procedures as a member of the management team

**Peter C. Brankman and Company, P.C. Concord, New Hampshire**  
**Senior Staff Accountant/Manager**

**10/2004 – 10/2007**

- Managed individual tax portion of practice (400-500 returns); controlled work flow, supervised staff, prepared returns in a fast-paced deadline driven environment.
- Designed and implemented paperless individual tax processing system.
- Perform compilations, reviews and audits of various for profit and non-profit client financial statements.
- Designed and implemented bookkeeping systems for clients.
- Trained and supervised staff on all types of engagements.

**D'Agnese, Robinson and Company/Stephen C. Robinson and Company, /McLarney and Company (Same firm various owners) Concord, New Hampshire**

**Staff Accountant/Senior Staff Accountant/Manager 9/1989 – 6/2004**

- Assisted and advised clients with various accounting and management functions.
- Installed and set up accounting software packages; train client personnel.
- Managed all bookkeeping clients.
- Designed and implemented accounting and internal control procedures.
- Managed work flow through busy tax seasons
- Hired, trained and supervised staff.

**EDUCATION:**

- BS in Accounting, Bentley College May 1989

**Mary K. Michaud**

**EDUCATION**

**Master of Social Work, 1990**

State University of New York at Albany, Albany, NY  
NH LICSW, 1996 (currently on inactive status)

**B.A. Psychology, 1986**

St. Anselm College, Manchester, NH

**PROFESSIONAL  
EXPERIENCE**

**Office of Public Guardian, 1998-present**

Concord, NH

**Assistant Guardian Supervisor, 2014-present**

- Provide direct supervision, consultation and performance oversight for 7 public guardians.
- Provide orientation and training for new guardians.
- Serve as primary guardian for several individuals.

**Staff Guardian, 1998-2014**

- Provide advocacy and informed decision making for individuals deemed incapacitated by the NH Probate Court due to intellectual disability, mental illness, traumatic brain injury and/or dementia.
- Collaborate with families, medical providers, nursing homes, area agencies, community mental health centers, New Hampshire Hospital, and other inpatient, residential and outpatient providers to ensure best possible outcomes for individuals in least restrictive settings.

**Genesis Behavioral Health (fka Genesis-The Counseling Group), 1996-1998**

Laconia, NH

**Case Management Coordinator, 1997-1998**

- Provided administrative and clinical oversight of Community Support Program clinical case management and independent living services for individuals with serious and persistent mental illness.

**Clinical Case Manager, 1996-1997**

- Provided primary therapy and case management services for adults with serious and persistent mental illness.
- Performed Emergency Services clinical evaluations



**Gateway Center for Human Development, Brunswick, GA, 1995-1996**

**Interim Program Manager**

- Managed psychosocial day treatment program for adults with mental illness during agency search for permanent manager.

**Rensselaer County Department of Mental Health, 1990-1995**

Troy, NY

**Intensive Case Manager, 1991-1995**

- Provided outreach and support for adults with serious and persistent mental illness at risk for homelessness, incarceration or recurring psychiatric hospitalization.

**Mental Health Social Worker, 1990-1991**

- Responsible for primary therapy and case management services for adults with mental illness.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services Bureau of Elderly & Adult Services

Agency Name: Office of Public Guardian

Name of Program/Service: Public Guardianship Services

<b>BUDGET PERIOD: State Fiscal Years 2017 and 2018</b>			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Linda Mallon, Executive Director	\$110,807	33.54%	\$37,164.59
Darcy Johnson, Associate Director	\$86,675	33.54%	\$29,070.63
Tracy Culberson, In-House Counsel	\$78,295	33.54%	\$26,260.21
Cynthia Flanagan, Director of Fiduciary Services	\$74,256	33.54%	\$24,905.46
Andrea Sisson, Business Manager	\$73,542	33.54%	\$24,665.99
Mary Michaud, Assistant Guardian Supervisor	\$72,188	33.54%	\$24,211.86
	\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$166,278.74</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Public Guardianship Services (SS-2017-BMHS-02-GUARD-02)


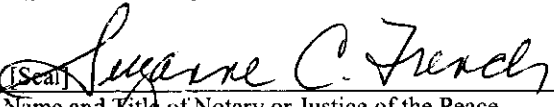
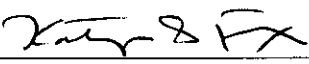
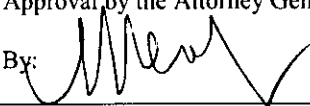
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH, 03570	
1.5 Contractor Phone Number 603-750-3010	1.6 Account Number 05-95-92-920010-7002-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$843,215.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Robert G. Boschen, Jr. Chief Executive Officer	
1.13 Acknowledgement: State of New Hampshire, County of Coos  On 5-25-2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace  Suzanne C. French, Notary			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Katja S Fox Director	
Date: 6/3/16			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  Megan A. Fode Attorney On: 6/12/16			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

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

### 2. Definitions

- 2.1. Contractor means the public guardianship and protection program appointed by the Court to serve as guardian of the person and/or estate
- 2.2. Ward means the person for whom guardian of the person and/or estate has been appointed by the Circuit Court – Probate Division

### 3. Scope of Work Applicable to all Guardianship Services

- 3.1. The Contractor shall provide public guardianship and protection services to safeguard the liberty and well-being of persons who because of functional limitations, have suffered, are suffering, or are likely to suffer substantial harm due to an inability to provide for personal needs for food, clothing, shelter, health care, safety or an inability to manage their property or financial affairs.
- 3.2. The Contractor shall provide public guardianship and protection services to persons at risk of harm to the person, estate or both the person and estate whom the State of New Hampshire has a responsibility to safeguard pursuant to RSA 135-C:60, RSA 161-F:52, and RSA 171-A:10, II.
- 3.3. The Contractor will provide public guardianship services to persons in Section 3.2 statewide in accordance with Revised Statutes Annotated 464-A and 547-B that include appointments as guardian, co guardian, conservator, or temporary guardian of the person and/or estate of a ward.
- 3.4. The Contractor will provide protection services to persons in Section 3.2 statewide that include those actions that are necessary to carry out the duties as duly designated representative or protective payee, client representative, attorney in fact, or other similar agent, as prescribed by applicable law, rule, or agreement.
- 3.5. The Contractor agrees to provide services to any person under this Agreement only upon receiving prior approval of the State through the Department's Office of Client and Legal Services.



Exhibit A

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- 3.6. The Contractor agrees to provide services to all persons approved for services in accordance with Section 3.5.
- 3.7. The Contractor shall refer the client to the New Hampshire Disabilities Rights Center, Inc., the New Hampshire Legal Assistance or other attorney when the Contractor is referred a client from the Department's Office of Client and Legal Services that the Contractor believes guardianship and protection services to be inappropriate, so that an administrative appeal or other appropriate legal action can be taken on behalf of the client.
- 3.8. The Contractor agrees to direct to the Department's Office of Client and Legal Services any referrals of persons made to the Contractor for guardianship and protection services from, but not limited to, the Glenclyff Home for the Elderly, New Hampshire Hospital, and community agencies in the mental health system, and developmental services system.
- 3.9. The Contractor agrees that they will not be reimbursed by the Department for services in this Agreement in the event the Contractor provides guardianship and protection services to persons who have not been screened and approved by the Department's Office of Client and Legal Services.
- 3.9.1. Instances not within the control of the Contractor where guardianship appointments were made without approval granted from the Department's Office of Client and Legal Services, the Contractor may receive reimbursement for guardianship services when the Contractor can provide documentation satisfactory to the Department that such circumstances occurred and the Contractor made reasonable efforts to decline such appointments.
- 3.9.2. The Contractor shall include documentation of reasonable efforts made to decline such appointments with its monthly invoices. If the documentation provided by the Contractor is satisfactory to the Department, the Department may make payments to the Contractor for appointments made without approval as long as the wards appointed to the Contractor are persons for whom the State has responsibility to safeguard pursuant to RSA 135 C: 60, RSA 171 A:10, II and RSA 161-F:52.
- 3.10. The Contractor shall provide guardianship and protection services to persons under this Agreement, in accordance with the "Standards of Practice" and "A Model Code of Ethics for Guardians" developed by the National Guardianship Association.
- 3.10.1. Notwithstanding the ethics and standards for guardians cited in Section 3.10, for monthly visits, the Contractor shall at least make quarterly face to face visits with the ward or more frequent visits as required in individual circumstances, in accordance with Contractor's accepted practice.





Exhibit A

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- 3.10.2. The Contractor shall attempt to have a video conference with the ward in the instance the ward is out of the State of New Hampshire for an extended period of time and it would not be feasible for the Contractor to see the ward face to face on the basis outline in Section 3.10.1 above.
- 3.10.3. The Contractor shall make at least telephone contact with the ward should the technology for a video conference not be available.
- 3.10.4. The Contractor may suspend face to face visits as required in Section 3.10.1 when the ward may be aggressive to the point of physical harm to the Contractor. The Contractor shall suspend visits until an alternative plan can be developed for the guardian to meet with the ward while maintaining personal safety.
- 3.11. In any action brought in Circuit Court-Probate Division to limit or otherwise reduce the scope of a guardianship over a person served under this Agreement, the State agrees to appear with the Contractor where the State agrees that it is necessary to present the State's position on the action proposed.
- 3.12. The Contractor agrees that no "direct services" shall be provided to persons under this Agreement. Direct services include psychotherapy, case management, transportation, financial aid, or other social services available through state or other governmental or nonprofit agencies.
- 3.13. The Contractor has responsibilities as an independent decision-maker acting in a fiduciary capacity with respect to the persons to be served under this Agreement and the decisions to be made on behalf of such persons shall not be directed or influenced by the State by any action taken under this Agreement.
- 3.14. The Contractor may elect to subcontract for such services as may be necessary to carry out guardianship and protection services under this Agreement with prior notification and approval of the State through the Office of Client and Legal Services.
- 3.15. The Contractor may provide guardianship and protection services to persons other than those who are referred pursuant to this Agreement. However, the Contractor agrees that pursuant to RSA 547 B:7, no funds provided under this Agreement shall be expended for such persons. Furthermore, the Contractor agrees to maintain sufficient records, which shall be subject to the Department's examination and be included as part of the Audit of Records required in Section 3.8 to document that the funds received under this Agreement are expended in accordance with this Agreement.



Exhibit A

- 3.16. The Contractor shall accept and investigate complaints from the Department regarding services performed under this Agreement. The Contractor shall investigate the circumstances pertaining to the complaint and shall respond in writing within thirty (30) days to the Department concerning the results of the investigation. The Contractor shall provide on a quarterly basis, a report of all written complaints filed against the Contractor and shall explain how each such complaint was resolved.
- 3.17. The Contractor recognizes the inherent value of the opinions of the wards they serve. If staff at any institution or developmental services or mental health agency within the jurisdiction of the Department or any entity providing funding to the Department distributes a survey, questionnaire or similar instrument designed to gauge consumer satisfaction of wards in reference to the services received by the ward including the services provided by the Contractor under this Agreement, the Contractor agrees to allow their wards to participate in such measures of consumer satisfaction unless the Contractor indicates in writing to the Department the reasons why a particular ward should not be allowed to so participate.

**4. Scope of Services – Guardianship Services**

- 4.1. The Contractor shall provide the following functions for individuals so named by the Circuit Court Probate Division as wards of the Contractor. This listing and description is not intended to restate existing rules and regulations already in place, but rather its purpose is to clarify the relationship of the Contractor with respect to its wards who need and are receiving services in the developmental services, and/or mental health systems. The Contractor shall perform the following functions, but not limited to:
- 4.1.1. Making decisions regarding the residential and day placement of the ward, utilizing the standards of least restrictive environment and the best interests of the individual ward.
- 4.1.2. Insuring that all legally necessary steps are taken to enable the individual ward to receive comprehensive evaluations and comprehensive treatment and services.
- 4.1.3. Advocating for and requesting appropriate services for the individual ward utilizing the individual service/treatment planning process following established Department standards and law.
- 4.1.4. Being available to give or withhold consent to proposed medical care.
- 4.1.5. Being available to give or withhold consent, where such is legally necessary, to proposed professional care, counsel, treatment or service including, but not limited to behavioral programs, significant changes in individual service/treatment plans, and other clinically or legally significant treatment or services.



Exhibit A

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- 4.1.6. Insuring that the ward's civil rights are protected within the context of the decision the guardian is making on behalf of the ward and refraining from unwarranted intrusion into the life of the ward.
  - 4.1.7. Assuming responsibility for any and all other duties as are stated in RSA 464 A or as are required by the Circuit Court Probate Division.
  - 4.1.8. If guardian of the estate, being available to make all decisions as required by RSA 464-A:26
- 4.2. The Contractor agrees that all of the responsibilities referenced in 4.1. above are contingent upon the actual authority granted in each individual court order specifying the extent and scope of guardianship for each individual.
- 4.3. The Contractor agrees to be kept aware of the facts or circumstances which may impact the decisions to perform the functions specified in Section 4.1.
- 4.3.1. The Contractor shall maintain significant and appropriate contact with each ward so to assure that Contractor's efforts best reflect the personal preferences, values, and desires of the ward to the fullest extent possible in order to make informed decisions on behalf of their wards. should
  - 4.3.2. The Contractor shall seek out information about the ward or the ward's situation so that they are fully aware of all risks and benefits of any proposed course of action, as well as any alternatives that may exist.
  - 4.3.3. The Contractor, when providing guardianship of the person shall maintain regular contact with their wards in order to comply with the standards and ethics in Section 3.10.
  - 4.3.4. The Contractor agrees that each guardian has the obligation to become as familiar as possible with his or her ward by having the personal contact required with the ward and other important and significant people in the ward's life. The Contractor may meet this obligation through close interaction with the ward's case manager and others who share a responsibility for providing for the needs of the individual.

**5. Guardianship and Protection Services**

- 5.1. The Contractor is obligated to accept all protection services cases referred to the Contractor by the Department's Office of Client and Legal Services. The Department shall make every attempt to obtain a Release of Information from the proposed client with the Contractor except where prohibited from doing so by law. Also, to the extent possible, the Contractor shall be involved in the screening process for protection cases. If the Contractor believes that the appointment of a protective payee or representative payee is inappropriate, the Contractor may refer the client to the New Hampshire Disabilities Rights Center, Inc., New Hampshire Legal Assistance or other attorney so that an administrative appeal or other appropriate legal action can be taken on behalf of the client.



Exhibit A

5.2. For persons referred to Contractor by the Department's Office of Client and Legal Services pursuant to RSA 136-C:60 and RSA 171-A:10, II the Contractor agrees to serve the current total of 286 persons receiving guardianship services, plus any new persons referred in accordance with Section 3.5 above. However, the Contractor agrees to provide guardianship services for up to 290 cases during the contract period. The Department shall provide the Contractor with letters of approval for each new case assigned to the Contractor by the Office of Client and Legal Services. The Contractor may bill for services when the Contractor is actually appointed as the guardian by the Circuit Court-Probate Division.

**6. Scope of Services - Technical Assistance**

- 6.1. The Contractor may provide technical assistance to private guardians or training to area agency or community mental health whose staff provide direct services to wards that are clients of the Department.
- 6.2. The Contractor shall provide the technical assistance or training described in Section 6.1 upon receiving confirmation from the private guardian or the agency staff their approval from the Office of Client and Legal Services with the specified number of hours for technical assistance or training.
- 6.3. In order to receive such technical assistance from the Contractor private guardians must receive prior approval from the Office of Client and Legal Services for a specified number of consultation hours.

**7. Staffing**

- 7.1.1. The Contractor shall provide sufficient number of staff to adequately carry out, for all clients, all the duties required by statute, the letters of authority, and the standards set forth in this document.
- 7.1.2. The Contractor shall have each guardian successfully complete 20 or more hours of orientation training and, complete 10 or more hours of annual continuing education for each year of employment.
- 7.1.3. The Contractor shall report the number of professional continuing education hours obtained by each guardian by August 1, of each year.



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## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by the New Hampshire General Funds.
  - 2.1. The Contractor agrees to provide the services in Exhibit A Scope of Services in compliance with funding requirements.
3. Subject to availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State shall pay the Contractor a per diem per case rate approved by the Department's Office of Client and Legal Services for all Bureau of Mental Health Services, and Bureau of Developmental Services:
  - 3.1. The per diem reimbursement rate for the provision of guardianship over the person services or over the estate services to persons served under this Agreement shall be \$3.95 per ward, per day, for up to 290 clients whose guardianship services are requested by the Department's Bureaus of Mental Health Services and Developmental Services.
  - 3.2. The hourly reimbursement rate for the provision of technical assistance to private guardians shall be \$60.00, not to exceed the amount of \$2,000.
  - 3.3. The hourly reimbursement rate for the provision of training to area agency, mental health and elderly and adult agency staff and probate court personnel shall be \$60.00, not to exceed the amount of \$1,500.
4. Payment to the Contractor for the provision of services to clients whose guardianship services are requested by the Bureaus of Mental Health Services and Developmental Services will be made on a monthly basis subject to the following conditions:
  - 4.1. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Office of Client and Legal Services and provided to the Contractor. The Contractor shall submit with the monthly invoice a list of clients served during the month for which the invoice is being submitted. The Office of Client and Legal Services shall pay the Contractor by multiplying the per diem rate times the total number of days for each service provided during the month to each eligible client under this Agreement.
  - 4.2. The per diem rate will be extended to the last day of the month following the month in which the client dies or for whom guardianship service are terminated.
  - 4.3. The Contractor agrees to provide a copy of the court notice to the Department with the invoice when the Contractor is appointed guardian of a ward and when the Contractor no longer provides guardianship services to the ward.
  - 4.4. Invoices shall be due by the 15th of the month following the month in which services are provided.



Exhibit B

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- 4.5. The Contractor shall review the cases referred by the Office of Client and Legal Services monthly and move individuals to a different funding mechanism, if possible, to allow more openings for additional referrals. In all cases where alternate funding becomes available, the Contractor shall transfer the ward from the Office of Client and Legal Services funded slot within sixty (60) days.
5. The Contractor agrees to seek reimbursement from other payer sources when providing protection services as described in Section 3.4 of Exhibit A, Scope of Services. The Department will not reimburse for services under this Agreement for protection services described in Section 3.4 of Exhibit A, Scope of Services.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



**SPECIAL PROVISIONS**

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

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



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

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

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





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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1. of the General Provisions of this contract is amended by adding the following subparagraph 14.1.3.
  - 14.1.1 During the term of this Agreement, the Contractor shall maintain professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering all professional and/or licensed personnel engaged in the performance of the service hereunder.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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


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

Contractor Name:

Tri-County Community Action Program, Inc.

5-25-2016

Date

  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

5-25-2016

Date

*RGB*

*05/25/16*



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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





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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

5-25-2016

Date

Contractor Initials RGB

Date 05/25/16



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

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

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

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

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

Exhibit G

Contractor Initials

RGB

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

Date

09/23/16

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

Tri-County Community Action Program, Inc.

5-25-2016

Date

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

Exhibit G

Contractor Initials RGB

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

Date 05/25/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

Tri-County Community Action Program, Inc.

5-25-2016

Date


  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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





Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/3/16  
Date

Tri-County Community Action Program, Inc.

\_\_\_\_\_  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Robert G. Boschen, Jr.  
Name of Authorized Representative

Chief Executive Officer  
Title of Authorized Representative

5-25-2016  
Date



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

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

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

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

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

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

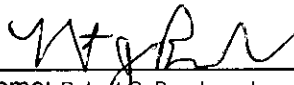
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Tri-County Community Action Program, Inc.

5-25-2016

Date

  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer



**FORM A**

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

1. The DUNS number for your entity is: 073975708

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

NO  YES

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

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

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

NO  YES

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

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

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

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

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 02-23-2016:  
(Date)


**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

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

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

4. Robert G. Boschen, Jr. is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

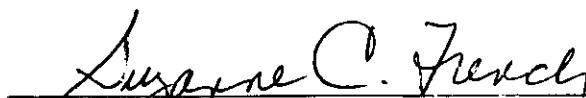
  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Coos

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

By Gary Coulombe.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2016

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).

<b>PRODUCER</b> <b>FIAI/Cross Insurance</b> 1100 Elm Street  <b>Manchester NH 03101</b>	<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Tri-County Community Action Program, Inc</b> 30 Exchange Street  <b>Berlin NH 03570</b>	<b>INSURER A:</b> Arch Ins Co <b>NAIC #</b> 11150	
	<b>INSURER B:</b> AmGuard Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL157243649 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NCPCKG0328201	7/1/2015	7/1/2016	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NCAUT0328201	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) \$ Underinsured motorist \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TRWC659784 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
	<b>Professional Liability</b> Per Occurrence \$1,000,000 Aggregate \$3,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Karen Shaughnessy/KS5 <i>Karen Shaughnessy</i>

## **Our Mission Statement:**

*It is the mission of Tri-County CAP, INC./ GS to provide quality GUARDIANSHIP, PROTECTIVE AND FIDUCIARY SERVICES to incapacitated residents of New Hampshire.*

---

**Guardianship Services** is a division of Tri-County Community Action Program, Inc., a private non-profit 501 C3 corporation that is dedicated to improving the lives and well-being of New Hampshire's people and communities. Established in 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and to get involved in helping their neighbors and improving the conditions of their communities.

Guardianship Services was established in 1986 by the NH Supreme Court as a Public Guardian and Protection Program. The Program currently serves over 400 individuals throughout New Hampshire.



*Financial Statements*

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

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To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

## INDEPENDENT AUDITORS' REPORT

### ***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditors' Responsibility***

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

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

### ***Other Information***

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

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone, McDonnell & Roberts*  
*Professional Association*

December 10, 2015  
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2015

ASSETS

**CURRENT ASSETS**

Cash	\$ 488,950
Accounts receivable	1,014,274
Pledges receivable	247,754
Inventories	116,150
Prepaid expenses	<u>30,678</u>

Total current assets 1,897,806

**PROPERTY**

Property, plant, and equipment	13,468,105
Less accumulated depreciation	<u>(4,588,525)</u>

Property, net 8,879,580

**OTHER ASSETS**

Restricted cash	540,395
Building refinance costs, net	<u>15,365</u>

Total other assets 555,760

**TOTAL ASSETS** \$ 11,333,146

LIABILITIES AND NET ASSETS

**CURRENT LIABILITIES**

Demand note payable	\$ 700,252
Current portion of long term debt	271,685
Accounts payable	671,782
Accrued compensated absences	332,024
Accrued salaries	134,822
Accrued expenses	107,474
Refundable advances	191,343
Other liabilities	<u>280,474</u>

Total current liabilities 2,689,856

**LONG TERM DEBT**

Long term debt, net of current portion	5,938,456
Interest rate swap at fair value	<u>7,385</u>

Total liabilities 8,635,697

**NET ASSETS**

Unrestricted	1,951,539
Temporarily restricted	<u>745,910</u>

Total net assets 2,697,449

**TOTAL LIABILITIES AND NET ASSETS** \$ 11,333,146

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant and contracts	\$ 13,563,675	\$ 267,197	\$ 13,830,872
Program funding	1,600,750	102,424	1,703,174
Utility programs	916,957	-	916,957
In-kind contributions	252,489	-	252,489
Contributions	116,342	20,841	137,183
Fundraising	43,415	-	43,415
Rental income	824,332	-	824,332
Interest income	485	-	485
Gain on disposal	16,560	-	16,560
Other revenue	91,349	-	91,349
Total revenues and other support	<u>17,426,354</u>	<u>390,462</u>	<u>17,816,816</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>307,765</u>	<u>(307,765)</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>17,734,119</u>	<u>82,697</u>	<u>17,816,816</u>
<b>FUNCTIONAL EXPENSES</b>			
Program Services:			
Agency Fund	883,748	-	883,748
Head Start	2,289,054	-	2,289,054
Guardianship	767,955	-	767,955
Transportation	985,004	-	985,004
Volunteer	87,521	-	87,521
Workforce Development	449,251	-	449,251
Alcohol and Other Drugs	989,422	-	989,422
Carroll County Dental	496,634	-	496,634
Carroll County Restorative Justice	95,727	-	95,727
Support Center	249,099	-	249,099
Homeless	442,493	-	442,493
Energy and Community Development	7,433,283	-	7,433,283
Elder	1,088,328	-	1,088,328
Housing Services	172,157	-	172,157
Total program services	<u>16,429,676</u>	<u>-</u>	<u>16,429,676</u>
Supporting Activities:			
General and administrative	1,154,866	-	1,154,866
Fundraising	4,498	-	4,498
Total supporting activities	<u>1,159,364</u>	<u>-</u>	<u>1,159,364</u>
Total functional expenses	<u>17,589,040</u>	<u>-</u>	<u>17,589,040</u>
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	145,079	82,697	227,776
<b>OTHER INCOME</b>			
Gain-on interest rate swap	42,327	-	42,327
<b>TOTAL CHANGES IN NET ASSETS</b>	<u>187,406</u>	<u>82,697</u>	<u>270,103</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,764,133</u>	<u>663,213</u>	<u>2,427,346</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,951,539</u>	<u>\$ 745,910</u>	<u>\$ 2,697,449</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2015**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Change in net assets	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	483,149
Gain on disposal of property	(16,560)
Gain on interest rate swap	(42,327)
Decrease (increase) in assets:	
Restricted cash	225,470
Accounts receivable	(180,597)
Pledges receivable	(247,754)
Inventories	(50,111)
Prepaid expenses	(3,392)
Other assets	818
Increase (decrease) in liabilities:	
Accounts payable	16,947
Accrued compensated absences	54,245
Accrued salaries	23,336
Accrued expenses	(8,588)
Refundable advances	(33,228)
Other liabilities	<u>(125,119)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>366,392</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Proceeds from disposal of property	57,159
Purchase of property and equipment	<u>(286,141)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(228,982)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Net advance of demand note payable	199,201
Proceeds from long-term debt	13,089
Repayment of long-term debt	<u>(239,753)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(27,463)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	109,947
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>379,003</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 488,950</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>	
Cash paid during the year for:	
Interest	<u>\$ 233,577</u>

See Notes to Consolidated Financial Statements

THE COUNTY OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2011

Direct Expenses	Agency Fund	High Staff	Transportation	Travel	Telephone	Printing	Information Technology	Contractual	Professional Fees	Capital Equipment	Construction	Energy and Power	Printing	Travel	Contractual	Total
Agency Fund	\$ 70,025	\$ 1,083,893	\$ 58,096	\$ 127,356	\$ 64,659	\$ 13,730	\$ 48,489	\$ 13,730	\$ 13,730	\$ 13,730	\$ 13,730	\$ 13,730	\$ 13,730	\$ 13,730	\$ 13,730	\$ 13,730
High Staff	13,544	288,321	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Transportation	12,858	24,219	4,728	17,420	17,420	17,420	17,420	17,420	17,420	17,420	17,420	17,420	17,420	17,420	17,420	17,420
Travel	1,149	24,219	8,696	3,397	3,397	3,397	3,397	3,397	3,397	3,397	3,397	3,397	3,397	3,397	3,397	3,397
Telephone	4,446	204,035	11,810	16,692	16,692	16,692	16,692	16,692	16,692	16,692	16,692	16,692	16,692	16,692	16,692	16,692
Information Technology	4,331	204,035	10,710	3,422	3,422	3,422	3,422	3,422	3,422	3,422	3,422	3,422	3,422	3,422	3,422	3,422
Contractual	88,200	28,259	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559
Professional Fees	173,373	23,084	18,078	19,281	19,281	19,281	19,281	19,281	19,281	19,281	19,281	19,281	19,281	19,281	19,281	19,281
Construction	2,268	59,110	28,475	31,272	31,272	31,272	31,272	31,272	31,272	31,272	31,272	31,272	31,272	31,272	31,272	31,272
Capital Equipment	505	26,347	1,107	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827
Energy and Power	114,850	26,347	1,107	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827	14,827
Printing	180,045	13,692	48	13,692	13,692	13,692	13,692	13,692	13,692	13,692	13,692	13,692	13,692	13,692	13,692	13,692
Information Technology	187,049	328,018	4,356	110,839	110,839	110,839	110,839	110,839	110,839	110,839	110,839	110,839	110,839	110,839	110,839	110,839
Total	\$ 663,748	\$ 2,898,654	\$ 157,005	\$ 683,009	\$ 373,571	\$ 57,571	\$ 449,253	\$ 389,422	\$ 406,634	\$ 95,727	\$ 300,099	\$ 442,023	\$ 7,433,283	\$ 1,085,328	\$ 1,104,890	\$ 17,286,940
Indirect Expenses																
Debt Service	68,622	235,481	83,832	90,491	90,491	90,491	90,491	90,491	90,491	90,491	90,491	90,491	90,491	90,491	90,491	90,491
Total	\$ 732,370	\$ 3,134,135	\$ 240,837	\$ 773,500	\$ 468,062	\$ 168,062	\$ 539,744	\$ 479,913	\$ 507,125	\$ 196,218	\$ 390,590	\$ 532,514	\$ 1,175,819	\$ 1,195,381	\$ 1,295,381	\$ 18,482,321

See Notes to Consolidated Financial Statements



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED JUNE 30, 2015**

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

**Organization and Principles of Consolidation**

The financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

**Nature of activities**

The Organization's programs consist of the following:

**Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

**Head Start**

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

#### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

#### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. Subsequent to year end, the Division was suspended.

#### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

#### **Energy and Development, and Community Contact**

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organizations' clients about their other programs, as well as other programs available through other organizations in the community. The Organization consolidated its eight Community contact Offices to one office per county, located in Berlin (Coos), Ashland (Grafton) and Tamworth (Carroll). Clients may submit applications for assistance via e-mail, mail, phone, fax, or face-to-face intake appointments at one of the three offices. Community Contact has schedule site outreach in Lancaster, Lebanon, Woodsville and Colebrook; a schedule is published in the local papers listing the days and locations on a monthly basis. The Carroll County's office has been successful serving the needs of clients with this model for over ten years.

### **Elder**

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

### **Housing Services**

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development. The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods. For Cornerstone Housing North, Inc., the rental income is part of the same program as the Section 202 Capital Advance and is considered a major program.

### **Method of accounting**

The financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **Basis of presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2015. The Organization had temporarily restricted net assets of \$745,910 at June 30, 2015.

### **Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015.

### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**Level 2:** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

**Level 3:** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20 includes an interest rate swap agreement. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge and is valued at the net present value (NPV) of all estimated future cash flows.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

#### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and Equipment	5 to 15 years

**Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$191,343 as of June 30, 2015.

**Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2011.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).



### **Retirement plan**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2015, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

### **Donated services and goods**

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in the contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2015, there were promises to give that were absent of donor stipulations and therefore classified as temporarily restricted in the amount of \$247,754. This amount was included in the grants and contracts on the Consolidated Statement of Activities.

### **Use of estimates**

The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses.

**Other Occupancy expense:** expenses are applicable to assets which are used by multiple programs, primarily buildings are charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the supplemental statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended at a rate of 12.3%. Per an email with a representative from the U.S. Department of Health and Human Services, the Agency reduced the rate to 12.2% for the year ended June 30, 2015.

**Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2015 was \$18,009.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2015, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2015, there was approximately \$395,443 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2015 was \$11,135. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2015. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2015 was \$186,721, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2015 was \$276,791. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2015 was \$271,547, and is included in the restricted cash balance on the Statement of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2015 as no official notice or request for payment had been received by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2015 was \$70,992.

**NOTE 3. INVENTORY**

In 2015, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2015, consists of weatherization materials totaling \$116,150. The inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable. The inventory was written off in April 2015.

**NOTE 4. PROPERTY**

Property consists of the following at June 30, 2015:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<b><u>\$13,468,105</u></b>	<b><u>\$ 4,588,525</u></b>	<b><u>\$ 8,879,580</u></b>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2015 was \$482,262.

The Organization also had building refinancing costs of \$17,730 during the prior year. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

**NOTE 5. ACCRUED EARNED TIME**

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$332,024.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2015 consisted of the following:

Note payable with the USDA requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024.	\$ 133,110
Note payable with the USDA requiring 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	174,527
Note payable with the USDA requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	33,651
Note payable with the USDA requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	9,061

<p>Note payable with a bank requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.</p>	2,820
<p>Note payable with a bank requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.</p>	444,989
<p>Note payable to a related party, interest accrues 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.</p>	12,578
<p>Note payable to a non-profit organization (related party), interest accrues 5% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended.</p>	120,147
<p>Bond payable with a bank requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040.</p>	2,948,780
<p>Note payable with a bank requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.</p>	462,878
<p>Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.</p>	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.

	<u>250,000</u>
	6,210,141
Less current portion due within one year	<u>(271,685)</u>
Total long term debt	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2016	\$ 271,685
2017	142,297
2018	541,085
2019	129,965
2020	135,963
Thereafter	<u>4,989,146</u>
	<u>\$ 6,210,141</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2015 was \$11,135.

Subsequent to year end, the Agency purchased two vehicles with note payables totaling \$38,284. The future scheduled maturities of long term debt for these two vehicles are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2016	\$ 4,828
2017	5,809
2018	6,138
2019	6,485
2020	6,852
Thereafter	<u>8,172</u>
	<u>\$ 38,284</u>

**NOTE 7. DEMAND NOTE PAYABLE**

The Organization has available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bear interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$400,000 at June 30, 2015. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$15,509 at June 30, 2015. The Northern Forest Heritage Park was sold subsequent to fiscal year end, at which time the line of credit was paid off in full.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2015, the outstanding debt totaled \$256,698, which included accrued interest of \$5,860.

**NOTE 8. LEASES**

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2015, the annual rent expense for leased facilities was \$180,867.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2015, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2016	\$ 139,374
2017	92,385
2018	82,127
2019	68,688
2020	34,974
Thereafter	<u>247,027</u>
	<u>\$ 664,575</u>



**NOTE 9. IN-KIND CONTRIBUTIONS**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 10. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a large majority of its support from federal and state governments. For the year ended June 30, 2015, approximately \$12,900,000 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the year ended June 30, 2015 approximately 69% of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

**NOTE 11. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2015:

NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653
Berlin Area Renewable Energy Initiative	7,281
RSVP Program Funds	7,112
10 Bricks Shelter Funds	122,252
Donations to Mahoosuc Trail	6,842
Community Contact	15,040
Donations to Maple Fund	1,825
FAP/EAP	38,117
Homeless Programs	47,677
Temporary Municipal Funding	247,754
Julien Fund (AOD)	575
Angelias Fund (AOD)	235
Loan Programs	36,291
Private Funding for Alcohol and Other Drug Program	50,000
L. CHIP – Brown Co. House	19,443
Restricted Buildings	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 745,910</u>

**NOTE 12. COMMITMENTS AND CONTINGENCIES**

**Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**NOTE 13. RELATED PARTY TRANSACTIONS**

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the year ended June 30, 2015 was \$132,725.

**NOTE 14. RESIDUAL RECEIPTS ACCOUNT**

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. The amount at June 30, 2015 was \$2,010 and is included in restricted cash.

**NOTE 15. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 10, 2015, the date the financial statements were available to be issued.

Subsequent to year end, but before the date of this report, the Organization sold the Northern Forest Heritage Park. At that time, the associated line of credit was paid off in full. Also, subsequent to year end, the Organization discontinued the Restorative Justice Division.

Subsequent to year end, the Organization purchased two vehicles with long term debt. The long term debt of the two vehicles consisted of the following:

Note payable to a financing company requiring 72 monthly installments of \$312 including interest at 5.49% per annum. Secured by an Organization's vehicle. Final installment due August 2022. \$ 19,127

Note payable to a financing company requiring 72 monthly installments of \$1,664 including interest at 5.54% per annum. Secured by an Organization's vehicle. Final installment due July 2022. 19,157

Less current portion due within one year 38,284  
(4,828)

Total long term debt \$ 33,456

The future principle payments are included in **Note 6**.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2015**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
<b>U.S. Department of Health and Human Services</b>			
<i>Direct</i>			
Head Start	01CH1041/48	93.600	2,261,736
<i>Passed through New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	7,671
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	34,456
Low-Income Home Energy Assistance (Admin.)	G-15B1NHLIEA	93.568	340,660
Low-Income Home Energy Assistance (Program)	G-15B1NHLIEA	93.568	5,145,190
Low-Income Home Energy Assistance (Assurance 16)	G-15B1NHLIEA	93.568	127,361
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	28,315
Low-Income Home Energy Assistance (HRRP)	G-14B1NHLIEA	93.568	107,100
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	15AANHT3SP	93.044	10,856
<i>Passed through New Hampshire Health and Human Services</i>			
Community Services Block Grant	102-500731	93.569	121,031
Community Services Block Grant	102-500731	93.589	511,218
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	309,724
Temporary Assistance for Needy Families (JARC)	102-500731	93.558	24,360
Preventative Health and Health Services Block Grant (Oral Health Program)	90072003	93.991	11,286
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	3,150
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	541-500363	93.045	76,064
National Family Caregiver Support (Family Caregiver)		93.052	20,965
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	512-500352	93.044	48,356
Medical Assistance Program (Options Counseling and I&R #7)		93.778	70,951
Medical Assistance Program (Transportation)		93.778	44,623
Nutrition Services Incentive Program (NSIP)		93.053	79,843
Social Services Block Grant (Title XX I&R)		93.667	9,269
Social Services Block Grant (HD Title III C2 units)		93.667	176,038
Social Services Block Grant (HD Title III B miles)		93.667	10,217
Social Services Block Grant (Title XX HD miles)		93.667	4,513
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	541-50000393	93.045	85,467
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)		93.517	26,702
Centers for Medicare and Medicaid Services (SHIP)		93.779	12,707
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)		93.048	12,257
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)		93.048	6,706
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,405
Centers for Medicare and Medicaid Services (Marketplace Assister Services)		93.525	34,357
Centers for Medicare and Medicaid Services (Marketplace Assister Services)		93.525	11,947
<i>Passed Through New Hampshire Coalition against Domestic and Sexual Violence</i>			
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPiRDV)		93.671	26,446
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,894
<i>Passed through New Hampshire Division of Public Health Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse		93.959	267,651
<i>Passed through New Hampshire Division of Child Support Services</i>			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	81,767
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			10,178,139
<b>U.S. Department of Energy</b>			
<i>Passed through Governor's Office of Energy and Community Services</i>			
Weatherization Assistance for Low-Income Persons	EE006169	81.042	16,658
Weatherization Assistance for Low-Income Persons	EE006169	81.042	196,742
Weatherization Assistance for Low-Income Persons	EE006169	81.042	74,663
TOTAL U.S. DEPARTMENT OF ENERGY:			288,063
<b>U.S. Corporation for National and Community Service</b>			
<i>Direct</i>			
Retired and Senior Volunteer Program	13SRANH001	94.002	66,717
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			66,717

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2015**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
<b><u>U.S. Department of Agriculture</u></b>			
<i>Direct</i>			
Supplemental Nutrition Assistance Program (food stamps)		10.551	3,230
Rural Housing		10.433	2,110
<i>Passed Through New Hampshire Department of Education</i>			
Child and Adult Care Food Program		10.558	99,635
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			<u>104,975</u>
<b><u>U.S. Department of Homeland Security</u></b>			
<i>Direct</i>			
Emergency Management Performance Grants (FEMA)	58220C-001	97.042	8,392
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			<u>8,392</u>
<b><u>U.S. Department of Justice</u></b>			
<i>Passed through New Hampshire Coalition Against Domestic and Sexual Violence</i>			
Grants to Encourage Arrest Program (GTEAP)	2014-WE-AX-003E	16.590	2,173
Crime Victim Assistance (VOCA)		16.575	71,084
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	8,364
TOTAL U.S. DEPARTMENT OF JUSTICE:			<u>81,621</u>
<b><u>U.S. Department of Transportation</u></b>			
<i>Passed through New Hampshire Department of Transportation</i>			
Formula Grants for Rural Areas (Section 5311)		20.509	338,089
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)		20.513	54,989
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	18,961
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			<u>412,039</u>
<b><u>U.S. Department of Housing and Urban Development</u></b>			
<i>Passed through New Hampshire Office of Family Services</i>			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	127,553
<i>Passed through the City of Berlin</i>			
Community Development Block Grant		14.228	20,482
<i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i>			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	393
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			<u>180,940</u>
<b><u>U.S. Department of Labor</u></b>			
<i>Passed through New Hampshire Department of Labor</i>			
WIA Adult Program	2014-0004	17.259	64,099
WIA Dislocated Worker Formula Grants	2014-0004	17.278	63,090
TOTAL U.S. DEPARTMENT OF LABOR:			<u>127,189</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 1,144,075</u>

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

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

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 10, 2015.

**Internal Control Over Financial Reporting**

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

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

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

### **Compliance and Other Matters**

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

### **Purpose of this Report**

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

*Leone, McDonnell & Roberts*  
*Professional Association*

December 10, 2015  
North Conway, New Hampshire



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

**Leone,  
McDonnell  
& Roberts**

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

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

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

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2015. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

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

***Auditors' Responsibility***

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

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

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

## Report on Internal Control Over Compliance

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

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

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

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

*Leone, McDonnell & Roberts*  
*Professional Association*

December 10, 2015  
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2015

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, Low Income Home Energy Assistance – CFDA #93.568
  - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
  - U.S. Department of Energy, Weatherization Assistance for Low-Income Persons – CFDA #81.042
  - U.S. Dept. of Health & Human Services, Block Grants for Prevention and Treatment of Substance Abuse – CFDA #93.959
  - U.S. Department of Transportation, Formula Grants for Rural Areas – CFDA #20.509
  - U.S. Dept. of Agriculture, Child and Adult Care Food Program – CFDA #10.558
8. The threshold for distinguishing Type A and B programs was \$343,382.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

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

None

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS**  
**FOR THE YEAR ENDED JUNE 30, 2014**

*Financial Statement Audit*

FS-2014-001

**Condition:** The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

**Recommendation:** The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

**Prior Year Management Response:** Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

**Current Status:** During our testing, we noted that there were proper policies and procedures in place for the recording, reporting and collection of all receivables. Corrected.

FS-2014-002

**Condition:** The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

**Recommendation:** The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

**Prior Year Management Response:** Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

**Current Status:** Corrected.

FS-2014-003

**Condition:** The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

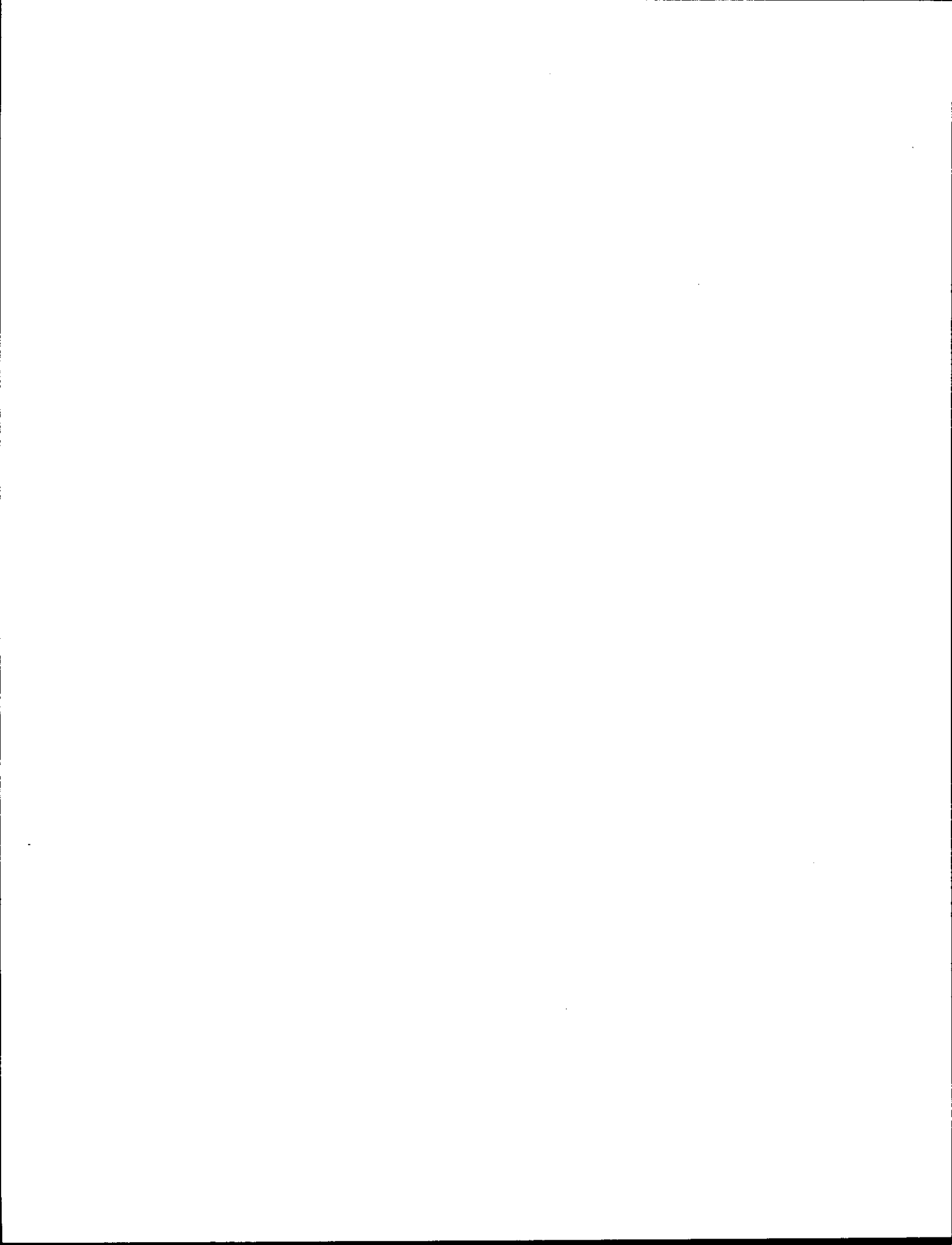
Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations. A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

**Recommendation:** Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

**Prior Year Management Response:** Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

**Current Status:** Corrected.





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www.tccap.org  
CEO: Michael Coughlin  
CFO/COO: Robert G. Boschen, Jr.

**BOARD OF DIRECTORS  
FY2016**

**COÖS COUNTY**

**Board Chair**

Sandy Alonzo  
Teacher

**Treasurer**

Cathy Conway  
Vice President- Economic  
Development - NCIC

**Secretary**

Gary Coulombe  
Firefighter

Andrew Lefebvre  
Teacher

**CARROLL COUNTY**

Anne Barber  
Attorney

Michael Dewar  
Business Owner

**Vice Chair**

Dino Scala  
Business Owner

Karolina Brzozowska  
Rehab Specialist

**GRAFTON COUNTY**

Linda Massimilla  
State Representative

Tricia Garrison  
Student

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Weatherization  
(603) 752-7105

Administration  
(603) 752-7001

AOD  
(603) 752-7941



Community Contact  
(603) 752-3248

R.S.V.P.  
(603) 752-4103

Energy Programs  
(603) 752-7100

## Robert Boschen, Jr., CMA, MBA

### SUMMARY/OBJECTIVE

☑ Professional with excellent managerial, analytical, financial and teamwork skills. ☑ Able to take the lead or supporting role on crucial projects. ☑ Accustomed to tight, rapid deadlines and innovative, proactive and reactive work environments. ☑ Can adjust to varied software systems and research situations rapidly, and able to teach a team to do so. ☑ Seek professional managerial/analytical operations position within driving distance of North Conway, New Hampshire.

### SKILLS/ABILITIES

☑ Certified Management Accountant (CMA).  
☑ Goal oriented manager with ability to manage assigned budget.  
☑ Ability to supervise and manage staff to set and achieve directed goals.  
☑ Comfortable working with all levels of staff and management.  
☑ Ability to implement, manage and direct crucial programs – financial and operational.  
☑ Excellent analytical abilities - including capital budgeting, cost/benefit analysis, and benchmarking analysis.  
☑ Detailed exposure to mergers and acquisitions. ☑ Can coordinate purchasing and Requisition for Proposals.  
☑ Manufacturing (cost accounting), construction, governmental and service industry exposure.  
☑ Knowledge of internal and external corporate and governmental reporting needs.  
☑ Worked on and led various projects which saved employers sizable tax and operating expense dollars.  
☑ Can construct complete accounting/reporting system. ☑ Can implement controls related to accounting and systems.  
☑ Excellent with mainframe and PC based software packages including Excel, PowerPoint, and Access.

### WORK EXPERIENCE

#### Town of Falmouth

Falmouth, Maine

#### Director of Finance

August 2011 – Present

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165. A vibrant coastal town in Maine, in 2011 Falmouth was among the “Top Cities to Live and Learn” in the United States, according to the second-annual national ranking released by Forbes Magazine.
- ☐ Finance area includes, but is not limited to payroll, budgeting, accounting, purchasing, investments and financial analysis/forecasting. ☑ Report directly to Town Manager. ☐ On the Senior Management Team.
- ☐ Responsible for and prepared the Town CAFR (Comprehensive Annual Financial Report). Have received the Government Finance Officers Award for Excellence in Financial Reporting for fiscal year 2011 and 2012. Presently will outsource part of this to free up more time for strategic planning/special projects.
- ☐ Responsible for financial presentation to Standard and Poor’s – Credit rating raised from AA+ to AAA.
- ☐ Decentralized/reassigned clerical finance duties such as property tax bill creation, payroll and invoice entry out to entitywide clerical workers. Finance, through a bookkeeper and accountant, now supervises/coordinates such duties.
- ☐ Decentralized budgeting and purchasing duties entitywide - creating more accountability for the departments. Finance and Administration now supervises/coordinates such duties.
- ☐ Restructured the Finance department and positions within it. Prior staff duties of the Finance Director, such as bank reconciliations and high level monthly financial reports have been moved to staff in order to allow the Finance Director to manage. Replaced the Budget & Purchasing Director with a Staff Accountant.
- ☐ Created a reporting system that allows departments to run their own financial reports and at any time.
- ☐ Created five year forecasting model. ☑ Performed Requests for Proposal that led to new banking partner.
- ☐ Manage financial staff and all their duties. ☑ Responsible for government financial reports.
- ☐ Responsible for staff that coordinates the MUNIS system. Major version upgrade occurred at the time of my arrival.
- ☐ Finance Department budget is \$2.50K. ☐ Responsible for the accounts payable for the combined City/School budget of \$42 million. ☐ Responsible for investments of \$30 million.

#### City of Waterville

Waterville, Maine

#### Director of Finance/Treasurer

October 2006 – August 2011

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area includes, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments.
- ☐ Report directly to City Manager. ☐ On the Senior Management Team.
- ☐ Responsible for and prepare the City CAFR (Comprehensive Annual Financial Report).
- ☐ Manage financial staff and all their duties. ☑ Responsible for government financial reports.
- ☐ Responsible for financial presentation to Standard and Poor’s – Credit rating raised from A- to A+
- ☐ Responsible for staff that coordinates the MUNIS system. Modules include but are not limited to G/L, payroll, fixed assets, billing, and accounts payable. System implementation began at the time of my arrival.
- ☐ Finance Department budget is \$450K. ☐ Interact with all levels of City government.
- ☐ Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.



**State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006****Director of Finance for the Office of Medical Services (Medicaid)****Aug 2005 - Oct 2006****Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)****Nov 2003 - Jul 2005**

- Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.
- Duties became more sophisticated financial analysis, forecasting and reporting oriented as two separate units related to reimbursement were elevated to their own Division status with their own full Directorships.
- Reported directly to Deputy Commissioner of Finance for DHHS. On the Senior Management Team (SMT) of the Office/Bureau. Interacted with all levels of State government including the Governor's Office for Health Planning.
- Consistently managed and balanced sensitive political implications with financial issues.
- Dealt with numerous providers on their fiscal issues and requests for informal reviews of reimbursement.
- Bureau contained about 240 employees. Approximately 100 reported to the Director of Finance and Reimbursement position. These included financial staff responsible for ORACLE financials.
- Responsible for budget, financial analysis, rate setting, third party liability, data capture & control and AR/AP cash unit.
- Incorporated a monthly budget and detailed budgeting/forecasting model for MaineCare. Refined a cash flow model to insure sufficient State and Federal funds are available.
- The Certificate of Need Unit (CON) for hospitals was under this Division until combined with other CON areas.
- Executive Committee member on the new Maine Claims Management System (MECMS). This was a \$25MM to \$30MM system that became the claims processing system for MaineCare.
- Developed and maintained an interim payment system that supplemented the payments for MECMS.
- Reviewed policies and regulations for the Bureau to ensure financial issues are in compliance.

**M&H Logging and Construction****Rangeley, Maine****Controller****September 2001 - November 2003**

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.
- Initiated working capital updates and monthly closings. Included percentage-of-completion analyses.
- Managed two offices responsible for payroll, billing, accounts payable, job accounting and various other duties.
- Responsible for insurance audits and price proposal bids from insurance companies for all insurances.
- Coordinated worker's compensation cases.  Managed land accounts.
- Prepared forms for sales taxes, unemployment taxes, W-2s, 1099s, fuel excise tax refunds, and other related forms.
- Kept W-9s and insurance certificates updated. A project to update these saved the companies tens of thousands of dollars in insurance fees.  Maintained system hardware and software integrity.
- Updated an in-house project tracking system and devising a method to reconcile it to the Peachtree Accounting System.

**Franklin Community Health Network****Farmington, Maine****Controller****October 1997 - September 2001**

- Reported directly to CFO for this rural health network that had about \$63 million in revenues.
- Involved in coordination of Certificate of Need to expand hospital facilities. Expansion was about \$12.5 million.
- Vastly improved analysis and reporting tools used by the Finance Department and the Network.
- Involved with various special projects, many that involve heavy legal contact - one, providing Charity Care for the indigent, as the start-up and continuing project manager, the other, a community based health card, as a financial manager. Both were featured in the New England section of the Wall Street Journal. The former program received national attention in various large publications including the Chicago Tribune and Boston Globe. It was featured on the Today show as a revolutionary new program in health care.
- Presentations to all boards including parent, hospital, physician association and others.
- Analyzed and created budgets to obtain grants.  Coordinated governmental grant audit.
- Created a consolidated network income statement, balance sheet, and self-standing statement of cash flows.
- Coordinated contracts with outside providers and strategic partners. One project, required support as a financial manager, involved a forward thinking managed care cardiovascular program saving thousands per patient on cardiac rehabilitation.
- Involved in various other strategic and tactical projects including purchases of buildings and medical practices.
- Involved in contract negotiation, including prices, and writing/formation of contracts.  Created reports in MEDITECH.

**WORK EXPERIENCE (Continued)**

Robert Boschen, Jr.

**Aetna, Inc and Aetna Life and Casualty**

September 1991- July 1997

**Aetna, Inc. - Aetna/US Healthcare - Midwest Region**

Chicago, Illinois

**Director Planning and Budgeting**

September 1996 - July 1997

- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.
- Analyzed contribution margin, medical PMPM, and operating expenses on a monthly basis. Made recommendations to improve the results related to these measures.
- Built reports and data gathering methods from foundation up.  Presentations to senior management.
- Corrected/prepared financials for startup HMO state filing.  Managed special projects and financial planning staff.

**Aetna Life & Casualty Company - Pharmacy - Finance Department Middletown, Connecticut****Director/CFO - Finance**

February 1994 - September 1996

- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- Detailed exposure to mergers and acquisitions.  Taught audit department to perform non-statistical sampling.
- \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996.  Created 1996 to 1998 strategic plans.
- Converted billing method to be in line with industry standards. This improved our competitive marketing status.
- Responsible for financial reporting, controls, rebates, accounts payable, accounts receivable, pricing, policies and procedures, budgeting, accounting research, special projects, and other financial duties.
- Worked on projects to improve systems, automate reports, and increase data integrity.  Coordinated major project to integrate Pharmacy data and systems into Aetna standard reporting systems.

**Aetna Life & Casualty Company - Information Technology**

Hartford, Connecticut

**Expense Management Consultant & Account Representative**

September 1991 - February 1994

**United Technologies - Otis Elevator International/Hamilton Standard**

Connecticut

**Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.**

February 1988 - September 1991

**Kaiser Permanente, Accountant - Medical Group**

Hartford, Connecticut, Dec 1986 - Feb. 1988

**KMG Main Hurdman, Tax Specialist**

Stamford, Connecticut, March 1986 - Dec 1986

**PROFESSIONAL ORGANIZATIONS & EDUCATION**

- Member of Institute of Management Accountants  Member of Government Finance Officers Association
- Associate Member Maine Society of Certified Public Accountants
- The University of Connecticut, Storrs, Connecticut  Master of Business Administration
- The University of Connecticut, Storrs, Connecticut  Bachelor of Science in Business Administration - Finance

# Jeanne L. Robillard

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## **CORE STRENGTHS**

Program development, management and administration ♦ Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management ♦ Budget performance and financial reporting  
Innovative solutions & problem solving ♦ Capacity building  
Professional presentations ♦ Public speaking  
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

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## **PROFESSIONAL EXPERIENCE**

### **Tri-County Community Action Programs, Inc.**

#### **Chief Operating Officer**

#### **Berlin, NH current FT employment**

Responsible for operation of five program Divisions operating sixty-six individual consumer programs in 48 service locations; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors.

### **Tri-County Community Action Programs, Inc.**

#### **Division Director: TCCAP Prevention Services**

#### **Berlin, NH 2015- 2016**

Responsible for three agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

### **Tri-County Community Action Programs, Inc.**

#### **Program/Division Director: Support Center at Burch House**

#### **Littleton, New Hampshire 2007- 2015**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

### **Bookkeeper: Women's Rural Entrepreneurial Network (WREN)**

#### **Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

**Tri-County Community Action Programs, Inc.**

**Direct Services/Volunteer Coordinator: Support Center at Burch House  
Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program  
Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter  
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Executive Administrative Assistant: North Country United Way  
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

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**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)  
Southern Connecticut Community College, New Haven, CT**

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**Additional Skills, Professional Leadership and Civic Affiliations**

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - *current*
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
- ◆ Avid outdoor enthusiast and angler

# RANDALL S. PILOTTE

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## SUMMARY

Accounting professional with over 23 years of experience, of which 21 years were with a single private manufacturer. 15 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

## EXPERIENCE

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

### **Auditor**

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

### **Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

### **Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

### **Accountant/Payroll Supervisor (1994-1999)**

**Accountant (1989-1994)**

NORTHERN TELECOM, INC., Concord, NH 05/1987-03/1989

### **Associate Results Accountant (1988-1989)**

**Accounts Payable (1987-1988)**

## EDUCATION

**Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH**

**DONNA M. C. KEDDY**

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**Career Objective:** To utilize my experience in the Probate Forum to advocate for incapacitated individuals for the improvement of their quality of life.

**EMPLOYMENT:**

**1988-Present**      **Tri-County CAP, Inc. Guardianship Services- Director**  
Directorship approved by Board of Directors on 4/21/04.  
Acting Director effective 5/13/03.

**Assistant Director/Estate Supervisor - 1/01/93-5/12/03**

Duties include Management of the Estate and Trust Departments, direct supervision of five financial managers, ie: Estate Managers, Payee Specialist and Benefits Administrator, indirect supervision of entire program staff as Director's designee. This position also includes carrying an Estate and Trust Caseload.

**Estate Manager - 6/91-12/92**

Duties included the development of a more efficient system to manage and account for wards resources. Continual training and understanding of the Probate System and all public assistance programs and systems, plus Social Security and Veteran Administrative systems. Also carried an Estate and Payee Caseload. Duties also included Administrative Program functions. Direct supervision of estate and support staff.

**Administrative Assistant/Staff Guardian - 11/88-12/92**

Duties included Administrative Program Functions, Payee Responsibilities, and a guardianship caseload at Glencliff Home for the Elderly.

**1985-1989**

**Bookkeeper for Diamond International Corporation**  
Woodland Division based out of Lancaster/Groveton, NH

P2/DK

**EDUCATION:**

1973-1977            Ludlow High School, Business Study  
                         Ludlow, MA  
                         National Honor Society

**CERTIFICATIONS:**

1988 - Member/National Guardianship Association  
1997 - Registered Guardian through the Center for Guardianship Certification  
1998 - Presenter/National Guardianship Conference/Arlington, Virginia  
2010 - Master Guardian through the Center for Guardianship Certification

**JAYNE ELIZABETH MCCABE**

**Career Objective:** To work for a customer orientated human services organization that enables me to utilize a variety of leadership and management skills in a challenging setting.

**EMPLOYMENT:**

**8/98- present TRI-COUNTY CAP, INC., GUARDIANSHIP SERVICES**

**Associate Director - 4/04 to present**

Duties include assisting the Director in the overall management of the program, supervision of staff guardians, training and orientation of staff, and quality assurance activities.

**Senior Staff Guardian- 11/02 to 4/04**

Duties included direct supervision of 7 staff guardians, staff training and orientation, and working with the program management team.

**Staff Guardian- 8/98 to 10/02**

Duties included making medical and treatment decisions for incapacitated adults, working with treatment teams from a variety of community agencies, and advocacy.

**4/83- 11/98 MOORE CENTER SERVICES INC.**

**Self Determination and Special Projects Director- 2/98 to 11/98**

Primary responsibilities included coordination of regional self determination project a part of a state-wide grant from the Robert Wood Johnson Foundation. Primary focus included developing a data collection system, facilitating necessary training, and identification of systems issues which impacted the ability of the consumers to exercise choice and control. Secondary responsibilities included coordination of regional quality assurance activities.

**Quality Assurance Director- 11/93 to 2/98**

Areas of authority included coordination of regional quality assurance activities; coordination of regional client rights activities including complaint investigation, problem resolution and trend analysis; and, coordination of regional staff development and training activities.



**Director of Regional Residential Services- 2/88-11/93**

Areas of authority included directing programmatic support and administrative services for residential programs services 127 individuals within a seven community region; management of owned and lease property; negotiating and monitoring subcontracts; formulation and management of program budget.

**Residential Supervisor- 3/86 to 2/88**

Supervision of staffed residences; recruitment, training and supervision of private residential providers; and, coordination of quality assurance and licensing activities.

Various other positions within the agency- 4/83 to 3/86

**EDUCATION:**

1986	NEW HAMPSHIRE COLLEGE, Manchester, NH M.S., Human Services Administration
1983	SAINT ANSELM COLLEGE, Goffstown, NH B.S., Criminal Justice

**CERTIFICATIONS:**

1999 - Member/National Guardianship Association  
1999 - Registered Guardian through the Center for Guardianship Certification  
2010 - Master Guardian through the Center for Guardianship Certification

## PATRICK GILMARTIN

### PROFESSIONAL EXPERIENCE:

1994-Present

**Tri-County CAP, Inc., Guardianship Services  
Staff Guardian**

Agent of court appointed public guardianship agency. Duties involve advocacy, assistance with entitlement benefits and decision making for mentally incapacitated adults. Position requires knowledge of public policy and laws regarding the mentally handicapped. Annual reports to the courts, court appearances and filing of motions.

1979-1987

**Cypress Center  
Residential Staff**

Psychiatric assistant in a short-term residential psychiatric care center and respite facility. Position involved development and implementation of crisis oriented care plans, conducting treatment and socialization groups, individual counseling and daily documentation of treatment progress. Operation of the crisis phone line as well.

1979-1987

**Mental Health Center of Greater Manchester- Case  
Manager**

Service coordinator in a community mental health center. Responsibilities included coordination of treatment for chronically mentally ill individuals in various levels of community placements, development and monitoring of annual

or services as needed. Group and individual counseling was also provided.

1981-1982

**Mental Health Center of Greater Manchester- Residential  
Coordinator**

Coordinator of all residential programs within a community mental health center. The coordinator was responsible for the development and oversight of a HUD subsidized psychiatric group home. Hiring and direct supervision of program staff

was the responsibility of the coordinator. The coordinator wrote a grant to create a transitional apartment program within residential department.

1974-1979

**NH State Prison, Concord, NH- Social Worker 1**  
Mental health therapist and case manager within a maximum security prison. The position began in an autonomous grant funded program providing rehabilitative treatment to convicted felons. Upon expiration of the grant, the unit became part of the institution and the focus became case management based. Discharge planning and prison administrative duties were added.

1974

**NH Youth Development Center- Assistant Cottage Parent**  
Supervisor of young offenders in the state's juvenile detention center. Provision of daily routine and structure as well as the maintaining of security in the institution was primary. Therapeutic interaction and appropriate role modeling while maintaining proper boundaries was expected. Assistance in large group counseling was also expected.

**EDUCATION:**

1973

Keene State College  
Major in Psychology.

**PROFESSIONAL AFFILIATIONS:**

National Guardianship Association Member Certified as a Registered Guardian

**ADDITIONAL EXPERIENCE**

1992 - 1993

Canvasser: League of Conversation Voters

1992

Agent: Alliance for Affordable Health Care

1987 - 1991

Owner/Manager Dunlap Photo, Inc.

1973 - 1974

Filmer: American Velcro

## JOYCE A. GARMAN

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Objective: A position where my nine years of experience as court appointed Guardian and recent National Certification can be utilized to ensure quality of life for those individuals unable to advocate for themselves.

### SUMMARY OF QUALIFICATIONS:

Highly motivated advocate of families and individuals in need of multi-agency intervention by State or local providers, in order to bring necessary supports to promote growth and independence.

- Credible relationship with Social Service Agencies in Nashua, NH; Harbor Homes, Community Council, Aids Task Force, Nashua Soup Kitchen and Shelter, DCYF.
- Operational background ensures priorities will be met to meet project deadlines.
- Recognize that individuals should be treated with dignity and respect. Compassionate to the needs of others.

### Relevant Experience:

**2003 – Present Tri-County CAP, Inc., Guardianship Services - Staff Guardian**  
Assigned individuals with multiple disabilities in both mental health and developmental delay. Advocate for appropriate services in medical care and treatment, day and residential. Work with agencies of various disciplines including, mental health, area agency, medical and vocational rehabilitation.

### **1997 – Present Nashua Soup Kitchen & Shelter- On-Call Staff**

Work at 2 shelters assisting 25 - 30 clients and families. Provide case management to homeless individuals with various disabilities, including mental illness and physical challenges. De-escalate crisis situations with clients. Maintain progress notes and case management notes on each client. Develop ADL skill level while referring clients to various social service agencies. Assist in completing forms for food stamps, SSI and Section 8.

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**1998 – Present Guardian and Rep Payee of Social Security**

Court appointed Guardian of daughter in 1998 although diagnosis of incapacity (LD & mental illness) became evident in 1993.

Assess and monitor need for additional supports for ADL's to ensure appropriateness of services needed. Attend quarterly and annual ISP's. Maintain a positive relationship with all agencies involved. Responsible for the Ward's Social Security Income disbursement, record keeping and timely reporting of medical, employment and wage status.

**2001 – 2006 Co-Guardian of Parent**

Initiated guardianship to intervene and assist with Ward's healthcare and legal issues while medically incapacitated. Co-Guardianship with sister continues so that Mother can maintain safe and normal lifestyle in her own home.

**1997 – 2003 Core Member to Nashua Wraparound Services**

Parent Representative on Wraparound Services Team focusing on the needs of children and families.

- Primary purpose is to support child and family in successful integration into the community, if child has been in residential placement or hospitalized, with supports as needed.
  - Needs addressed may be any or all of the following: educational, emotional/psychological, family, medical, housing, legal, recreational and safety to name a few.
  - Services are coordinated on an individual basis to meet their needs.
- Core Committee Members include representatives from DCYF, Area Agency, Nashua School District, DJJS, and Community Mental Health.

**1997 – 2002 Coordinator for Partner's In Time, Macy's, Nashua, NH**

Organized and coordinated 12 - 15 projects annually encouraging community service among employees. Easter Baskets for needy children, food drives, holiday giving tree, Aids Walk are only a few of the many programs involved. Supervised over 50 employees for each of these projects. Resulted in recognition of the Nashua Store by Corporate Office (Herald Square, New York).

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**1986 – 2003 Administrative Assistant to VP/General Manager of Macy's Department Store.**

Worked independently to execute all administrative functions in addition to purchasing, accounts payable, and customer service.

**EDUCATION:** Northern Essex Community College: Executive Secretarial course of study. Additional credits from Hesser College and Rivier College in business

**CERTIFICATIONS:**

2002 - Member/National Guardianship Association

2002 - Registered Guardian through the Center for Guardianship Certification

- Crisis Prevention Intervention

- First Aid/CPR

- Notary Public

# SANDRA CARON

## OBJECTIVE

Utilize community resources to create positive and meaningful programs for individuals with disabilities.

## EDUCATION

Early Childhood Education, Northeastern University, Boston MA. 1986. Concentrated in Innovative teaching style with understudy in special needs.

## WORK EXPERIENCE

Tri-County CAP. Inc./Guardianship Services, Concord, NH 03301 (October, 2007- Present)

Meet with wards and/or treatment team according to ward's needs and program policy. Develop and maintain a working relationship with treatment providers. Advocate for the wards needs. Provide informed consent as necessary and appropriate. Maintain records and documentation in a timely manner. Complete guardianship reports and documentation accurately in accordance with program requirements. Demonstrate a working knowledge of state standards for treatment providers.

Life Share Inc. Manchester, NH. (2004 - 2007)

D.S.P. responsible for designing positive community base programs for three individuals. Administering medication, creating monthly activity calendars and weekly life skill classes. Develop and conduct staff training sessions. Organize special events aimed at community inclusion.

## EXTENDED COURSES COMPLETED

On line College Course for Direct Support by The Moore Center  
CMT training  
Medication Administration- State Of NH  
Disabilities Quality Of Life, Clients Rights  
The Making Of A Home: Home Providers Perspective, seminar  
D.D. World - Guys and Main Street Man, seminar  
Direct Support Conference "Enriching Lives"

### Professional Affiliations:

NH Developmental Disabilities Council  
NH Education Board: Department for Training and Seminar Research

### Certifications:

2008 - Member/National Guardianship Association  
2008 - Registered Guardian through the Center for Guardianship Certification

**Sherri P. Litchfield**

**Education:**

Associates Degree - Liberal Arts  
New Hampshire College

**Experience:**

Tri County CAP, Inc., Guardianship Services  
18 Low Avenue  
Concord, NH 03301

**Staff Guardian:**

2010 - present

Primary responsibilities include providing advocacy and informed consent on behalf of individuals found to be incompetent by the Probate Court. As a staff guardian I work with a number of disability groups including Developmentally Disabled, Mentally Ill, and the elderly populations.

American Red Cross  
2 Maitland Street  
Concord, NH 03301  
(603) 225-6697

**Director of Health & Safety:**

2007 - 2009

Responsibilities included scheduling all community classes and arranging for instructors to teach classes being offered. Oversaw the ordering of all Health & Safety equipment and supplies required for classes. Supervised per diem instructors and worked closely with out side instructors to ensure that all Red Cross classes were being conducted per American Red Cross standards. Taught First Aid, CPR (Adult/Infant/Child) when needed. Supervised and oversaw training of all volunteers within the Health & Safety department. I was also responsible for promoting and selling Health & Safety classes to companies and organizations. Conducted and promoted other Red Cross trainings such as Prepare New Hampshire, Speakers Bureau, Disaster Services, Services to the Armed Forces, and the LNA program. Additional responsibilities included data entry, developing annual budget, and extensive travel throughout New Hampshire.



**Granite Bay Connections, Inc.**  
54 Old Suncook Road  
Concord, NH 03301  
(603) 224-5588

**Director of Quality Assurance:**

2001 - 2007

Responsibilities included ensuring that all homes that Granite Bay Connection operates met all the requirements for State Certification and full compliance for re-certification. This included monitoring documentation, communication, and implementation of all service components. I was also responsible for staff development and training to ensure compliance with state regulations which included but was not limited to: Client Rights, Overview of Developmental Disabilities, Learning Skills, Blood Borne Pathogens, and HIPPA. I was also the agency HIPPA officer and monitored internal complaints. I supervised the agency RN Nurse Trainer to ensure compliance with the state regulation that governs medication administration to all individuals receiving services. Had direct contact with all local and state agencies to ensure that all means of communication is happening.

**Program Manager Director:**

I provided direct support and supervision to Program Managers and the Clinical team members. Monitored all residential and vocational programs; maintained close contact with state agencies to address issues that required immediate attention. Responsible for maintaining all internal documentation and all documentation going to state and local agencies. I worked closely with the CEO and VP for all major decisions involving the agency in the area of Clinical Development and outside contracts. I also worked closely with the MIS Director and Director of Human Resources in all financial matters and personnel matters.

**Lakes Region Community Services Council, Inc.**  
Main Street  
Laconia, NH 03246  
(603) 524-8811

**Resource Coordinator**

1992 - 2001

I provided support and assistance to individuals and families in the coordination of services, dependent on the individual needs. Assisted in the monitoring and accessing medical, educational, and psychological services needed. Assisted with the process of applying for benefits as needed, monitored all financial resources as required, and acted as a liaison between consumers, guardians, and service providers. Provided information and referral to all necessary parties, pursued guardianship services when appropriate. I also served as the Adult Intake Coordinator for the region which entailed helping to determine eligibility for agency services.

Easter Seal Society of NH  
Route 106  
Belmont, NH 03246  
(603) 524- 8552

**Program Manager:**

1985 - 1992

I started as Production Coordinator in 1985, promoted to Vocational Services Coordinator, and then to Program Manager. Various duties ranging from subcontract maintenance, to coordination of all services, including but not limited to, medical, transportation and educational opportunities.

**Skills:**

**Familiar with Medical Terminology**

**Computer Skills**

**Very Organized**

**American Red Cross Certified First Aid/CPR Instructor**

**KEY ADMINISTRATIVE PERSONNEL**  
**NH Department of Health and Human Services**  
**FY2017 - FY2018**

Agency Name: Tri-County CAP, Inc.

Name of Program/Service: Public Guardianship Program

<b>BUDGET PERIOD: 7/1/2016 - 6/30/2018</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Robert G. Boschen, Jr. - CEO	\$135,000	0.00%	\$0.00
Randall S. Pilotte - Finance Director/Interim CFO	\$70,000	0.00%	\$0.00
Jeanne L. Robillard - COO	\$72,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.