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

Jeffrey A. Meyers  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5034 1-800-852-3345 Ext. 5034

Deborah H. Fournier, Esq.  
 Medicaid Director

Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 16, 2017

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

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Office of Medicaid Services, Bureau of Developmental Services to enter into agreements with the vendors listed in the table below to provide developmental and acquired brain disorder services, with a total price limitation of \$11,279,784 of which \$2,651,000 is a shared amount among all vendors to provide Vision and Hearing Supplemental Services, Autism Supplemental Services and to be reimbursed for room and board of which there is no maximum or minimum service volume guarantee, effective July 1, 2017, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2018. 22% Federal Funds, 78%% General Funds.

Summary of contracted amounts by Vendor:

Vendor Name	City/Town	Price Specific to Vendor	Price Limitation Shared by All Vendors	Total Price Limitation
Area Agency of Greater Nashua, Inc.	Nashua	\$1,033,742	\$2,651,000	\$3,684,742
Behavioral Health & Developmental Services of Strafford County, Inc.	Dover	\$544,026	\$2,651,000	\$3,195,026
Community Bridges	Concord	\$1,102,869	\$2,651,000	\$3,753,869
Community Crossroads, Inc.	Atkinson	\$1,293,841	\$2,651,000	\$3,944,841
Developmental Services of Sullivan County	Claremont	\$340,845	\$2,651,000	\$2,991,845
Lakes Region Community Services Council	Laconia	\$1,191,630	\$2,651,000	\$3,842,630
Monadnock Developmental Services, Inc.	Keene	\$544,373	\$2,651,000	\$3,195,373
Moore Center Services, Inc.	Manchester	\$913,406	\$2,651,000	\$3,564,406
Northern Human Services	Conway	\$293,213	\$2,651,000	\$2,944,213
One Sky Community Services, Inc.	Portsmouth	\$1,370,839	\$2,651,000	\$4,021,839
	<b>Total</b>	<b>\$8,628,784</b>	<b>\$2,651,000</b>	<b>\$11,279,784</b>

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services, to make an advance payment in the first quarter of State Fiscal Year 2018 to each vendor, up to a maximum of one-twelfth of the State Fiscal Year 2018 funding available for each respective Vendor.

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

**Please see financial detail.**

### **EXPLANATION**

Approval of this Request will allow the ten (10) Contractors to continue to act as non-profit Area Agencies that provide developmental, acquired brain disorder and early intervention services to approximately 12,500 adults and children throughout the State. New Hampshire was the first state in the nation to close its institution for its citizens with developmental disabilities. As a fully community-based system, New Hampshire's service delivery system is operated through the Area Agencies. The Area Agencies operate services throughout New Hampshire, as defined in RSA 171-A:4, providing for the care, habilitation, treatment, and training of developmentally disabled persons, and RSA 126-C, providing for the support of families. Services include: community support / independent living, community participation and employment, family-centered early supports, family support, , in-home support, residences which may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

Regarding Requested Action #2, any advance payments available under these agreements will only be made after the Department has conducted an extensive financial review of the applicable Area Agencies and only if it is determined that an advance payment is necessary to assure continuity of programs and services to clients.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Centers for Medicare and Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services Waivers. In accordance with RSA 171-A, the Area Agencies are responsible to establish, maintain, implement, and coordinate a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders.

The Area Agencies work collaboratively with the Department on a variety of initiatives designed to sustain a high quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

These Agreements include funding to be shared among the Vendors to provide Vision and Hearing Supplemental Services, Autism Supplemental Services and room and board of which there is no maximum or minimum service volume guarantee. The Vision and Hearing and Autism Services complement what an eligible child may receive through Family Centered Early Supports and Services and are intended to provide additional training, supports, and direct services to aid the child and their family. The room and board is to cover the costs for housing related expenses for those who receive residential services only through the Area Agencies for which there are no other public and/or private resources. The funding for these services is based on statewide need and will change throughout the year. Since these are not based on regional needs, the Department will manage the funds in order to have flexibility in the allocation of the funds to meet the needs of the individuals served.

Three agencies provide unique additional services to support distinct components that serve the entire Organized Health Care Delivery System. The Department has determined that having the three agencies provide the following services statewide is an effective and efficient use of resources.

Community Bridges provides Systemic, Therapeutic Assessment, Respite, and Treatment (START) statewide for individuals who may be in crisis. START is national program, for which New Hampshire participates and offers services to strengthen efficiencies and service outcomes for individuals with intellectual and developmental disabilities and behavioral health needs in the community.

Lakes Region Community Services Council provides Assistive Technology Support Services statewide to those individuals within the developmental system that require such supports. Assistive Technology Support Services are designed to provide individuals with evaluation, consultation, coordination, training and technical assistance as well as acquisition, designing, fitting, and customizing of devices to increase and maintain independence in their home and community.

Behavioral Health & Developmental Services of Strafford County provides administrative and financial support for the Council for Youths with Chronic Conditions pursuant to RSA 126-J. The Council for Youths with Chronic Conditions promotes the organized assessment of the needs of youths with chronic conditions and their families, serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance, and increases awareness in the public and private sector of the medical, social, and educational issues which impact youths with chronic conditions and their families to support them to remain in their own home and communities.

Each Area Agency, pursuant to RSA 171-A and New Hampshire Administrative Rule He-M 505 is designated by the State of New Hampshire, Department of Health and Human Services. As part of this designation, the Department conducts annual Governance Audits to ensure that Area Agencies are meeting contract requirements. Redesignation includes a number of tools that assist the Department to measure an Area Agencies performance. New Hampshire participates in the National Core Indicators, a national effort utilizing standard measures used across states to assess the outcomes of services provided to individuals and families. In addition, as part of compliance with the Home and Community Based Waivers, the Department is required to conduct ongoing service reviews.

These agreements are not subject to the competitive bidding requirement. RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to developmentally disabled persons in that area. Pursuant to RSA 171-A:18, I., once designated, the Area Agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating these with existing services on behalf of persons with developmental disabilities in the area.

Language in the contract provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should Governor and Executive Council not approve these Requested Actions, approximately 12,500 individuals served through the area agencies will be without services necessary and essential to maintain their health, safety and welfare in accordance with RSA 171-A.

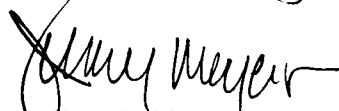
Area served: statewide.

Source of funds: 22% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, Catalog of Federal and Domestic Assistance #84.181A, Federal Award Identification Number TBD, and 78% General Funds.

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

Respectfully submitted,

  
Christine Santanello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

April 18, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with 10 selected vendors (listed below), as described below and referenced as DoIT No. 2017-074.

This is a request to allow the ten (10) named vendors to continue to act as Area Agencies to provide developmental, acquired brain disorder, and early intervention services to over 12,000 adults and children throughout the State. The area agencies operate services throughout New Hampshire, as outlined in RSA 171 A:4, providing for the care, rehabilitation, treatment, and training of developmentally disabled persons, and RSA 126C, providing for the support of families. Services include: community support / independent living, community participation and employment, family centered early support, partners in health, in-home support, residences which may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

Summary of contracted vendors:

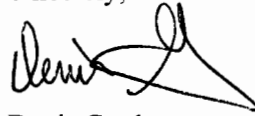
<b>Vendor</b>	<b>Location</b>
Area Agency of Greater Nashua	Nashua
Behavioral Health & Developmental Services of Strafford County	Dover
Community Bridges	Concord
Community Crossroads, Inc.	Atkinson
Developmental Services of Sullivan County	Claremont
Lakes Region Community Services Council	Laconia
Monadnock Developmental Services	Keene
Moore Center Services, Inc.	Manchester
Northern Human Services	Conway
One Sky Community Services, Inc.	Portsmouth

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
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The cumulative contract price limitation for all vendors is estimated to not exceed \$11,600,000. The contract shall become effective upon Governor and Council approval through June 30, 2018.

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

Sincerely,

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

Denis Goulet

DG/kaf  
DoIT #2017-074

cc: Bruce Smith, IT Manager, DoIT

**05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$309,159

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$202,570

Community Bridges (Vendor Code 155658-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$617,310

Community Crossroads, Inc. (Vendor Code 155293-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$502,860

Developmental Services of Sullivan County (Vendor Code 167142-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$153,790

Lakes Region Community Services Council (Vendor Code 177251-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$1,031,204

Monadnock Developmental Services (Vendor Code 177280-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$244,804

Moore Center Services, Inc. (Vendor Code 154355-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$181,550

Northern Human Services (Vendor Code 177222-B004)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$132,691

One Sky Community Services (Vendor Code 155666-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$771,119
<b>Subtotal</b>			<b>\$4,147,057</b>

**05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INVERVENTION (100% General Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$517,232

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$173,089

Community Bridges (Vendor Code 155658-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$278,484

Community Crossroads, Inc. (Vendor Code 155293-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$537,208

Developmental Services of Sullivan County (Vendor Code 167142-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$111,805

Lakes Region Community Services Council (Vendor Code 177251-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$69,947



Monadnock Developmental Services (Vendor Code 177280-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$150,865

Moore Center Services, Inc. (Vendor Code 154355-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$416,663

Northern Human Services (Vendor Code 177222-B004)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$19,443

One Sky Community Services (Vendor Code 155666-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$438,595
<b>Subtotal</b>			<b>\$2,713,331</b>

**05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$207,351

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$98,367

Community Bridges (Vendor Code 155658-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$207,075

Community Crossroads, Inc. (Vendor Code 155293-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$253,773

Developmental Services of Sullivan County (Vendor Code 167142-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$75,250

Lakes Region Community Services Council (Vendor Code 177251-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$90,479

Monadnock Developmental Services (Vendor Code 177280-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$148,704

Moore Center Services, Inc. (Vendor Code 154355-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$315,193

Northern Human Services (Vendor Code 177222-B004)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$141,079

One Sky Community Services (Vendor Code 155666-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$161,125
<b>Subtotal</b>			<b>\$1,698,396</b>

**05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)**

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$70,000
<b>Subtotal</b>			<b>\$70,000</b>
<b>Total Price Specific to Vendor</b>			<b>\$8,628,784</b>

Funding Amounts Shared by Vendors as follows:

For Hearing and Vision Supplemental Services

**05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)**

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$311,000

For Room and Board

**05-95-93-930010-71000000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, DEVELOPMENTAL SERVICES (100% General Funds)**

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$2,000,000

For Autism Supplemental Services

**05-95-93-930010-7852-502 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	502-500891	Payments to Providers	\$340,000

**Total Price Shared \$2,651,000**  
**Total Price for All Vendors \$11,279,784**

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-07)

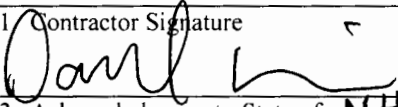
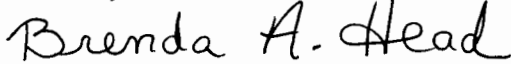
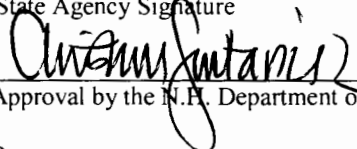
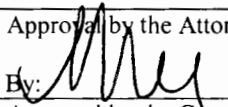
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor Street, Unit 400 Manchester NH 03102	
1.5 Contractor Phone Number 603-206-2849	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$3,564,406.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel Cronin, Chair	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Hillsborough</b> On <b>May 16, 2017</b> , 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 Brenda A. Head, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanella, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <b>5/17/17</b> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Yale - Attorney On: <b>5/16/17</b>			
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

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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 shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to

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Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services

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2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.



## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start

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date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

- 2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.
- 2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

- 2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.
- 2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

- 2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:
  - 2.10.1.1. Complete intake processing
  - 2.10.1.2. Determine eligibility for and types of services
  - 2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section
- 2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.



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- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
  - 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
  - 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;



- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

**2.14. Complaint Investigation**

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

**2.15. Maintenance of Fiscal Integrity**

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

**2.15.2.1. Days of Cash on Hand**



- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).





- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four

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- (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

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**Scope of Services: Detailed Service Descriptions**

**1. Provisions Applicable to All Services in Exhibit A-1**

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.

1.3.2. The Contractor shall include in said report:

1.3.2.1. the name of the individual,

1.3.2.2. the last date of services for the individual,

1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and

1.3.2.4. an explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region VII defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
751

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
- 4.7.3. All staff will have training at least annually in procedural safeguards.
- 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
- 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
- 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
- 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
- 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

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## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
810	0	98298	601	209

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

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## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 22 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 673 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$18000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract.

## Exhibit A-2 Moore Center Services, Inc.

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>	Community Support Services	26	27911
<b>Services</b>	Day	272	1246468
	SEP	63	155447
<b>In Home Support Services</b>	In Home Supports	59	708
<b>Residences Which May Also Provide Community Participation Services</b>	Day	58	220283
	Residential	59	16794
<b>Residential Services</b>	Residential	234	64362
<b>Services to Persons With Acquired Brain Disorders</b>	Day	12	51835
	Residential	29	8476
	Consolidated Services	8	96
<b>Participant Directed and Managed Services</b>	Consolidated Services	125	1500



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
  - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.





**SPECIAL PROVISIONS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



- 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.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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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: Moore Center Services, Inc.

Daniel Cronin

Name: Daniel Cronin  
Title: Chair of Board

5/16/17  
Date





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

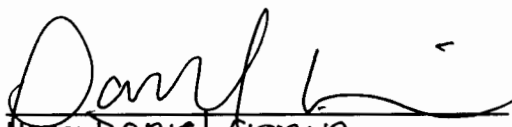
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Moore Center Services, Inc.

5/16/17  
Date

  
Name: Daniel Cronin  
Title: Chair of Board



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Moore Center Services, Inc.

5/16/17  
Date

  
Name: Daniel Cronin  
Title: Chair of Board



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

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

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

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

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

Exhibit G

Contractor Initials

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



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: Moore Center Services, Inc.

5/16/17  
Date

  
Name: Daniel Cronin  
Title: Chair of Board

Exhibit G

Contractor Initials



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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Moore Center Services, Inc.

5/16/17  
Date

  
Name: Daniel Cronin  
Title: Chair of Board



Exhibit I

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

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

(1) **Definitions.**

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

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Exhibit I

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

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

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

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Exhibit I

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

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

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

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

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

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

*OC*



Exhibit I

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

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

DC



Exhibit I

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

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

Department of Health and Human Services  
The State

*[Handwritten Signature]*

Name of the Contractor: Moore Center Services, Inc.

*[Handwritten Signature]*  
Signature of Authorized Representative

Signature of Authorized Representative

*Christina Santanelli*  
Name of Authorized Representative

*Daniel Cronin*  
Name of Authorized Representative

*Director, BDS*  
Title of Authorized Representative

*Chair of the Board*  
Title of Authorized Representative

*5/17/17*  
Date

*5/16/17*  
Date



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

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

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

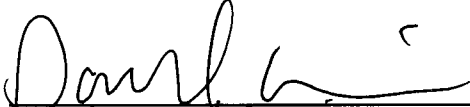
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

Contractor Name: Moore Center Services, Inc.

  
Name: Daniel Cronin  
Title: Chair of Board

5/16/17  
Date



FORM A

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

1. The DUNS number for your entity is: 073978223
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: _____

OC  
5/16/17

# 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 MOORE CENTER SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 11, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61654



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 8th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State



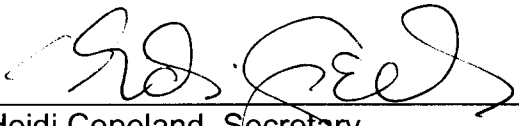
**CERTIFICATE OF VOTE**

I, Heidi Copeland, Secretary, do hereby certify that:

1. I am a duly elected Officer of Moore Center Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 16, 2017:

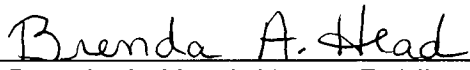
**RESOLVED:** That Daniel Cronin, Chair, Arthur Sullivan, Vice Chair, and Debra Davis Thum, Treasurer are hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolution have not been amended or revoked, and remains in full force and effect as of the 16<sup>th</sup> day of May, 2017.
4. Daniel Cronin, is the duly elected Chair of the Board of the Agency.

  
\_\_\_\_\_  
Heidi Copeland, Secretary

STATE OF New Hampshire  
County of Hillsborough

The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2017, by Heidi Copeland, Secretary.

  
\_\_\_\_\_  
Brenda A. Head, Notary Public  
My Commission Expires: 10/7/20

(NOTARY SEAL)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2016

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NE 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No. Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com <b>FAX (A/C, No):</b> (603) 645-4331	
<b>INSURED</b> Moore Center Services and Moore Realty Inc 195 McGregor Street #400  Manchester NH 03102		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: MEMIC Indemnity Company NAIC # 11030 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16-17 All lines                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability		PHPK1518525	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1518525	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB547459	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
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	Y/N <input checked="" type="checkbox"/> N N/A	3102801190 (3a.) NH All officers included	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		PHPK1518525	7/1/2016	7/1/2017	Employee Dishonesty \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Property Locations: 121 Titus Ave., Manchester NH, 464 Mammoth Rd., Londonderry NH, 36 Leo St., Manchester NH, 555 Hall St., Manchester NH, 50 New Boston Rd., Bedford NH  
Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  Moore Center Services 195 McGregor St., #400 Manchester, NH 03102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Chris Sharpe/JSC
--	--



**The Moore Center**  
*Creating opportunities for a good life.<sup>TM</sup>*

## **Mission Statement**

### **Mission:**

“The Moore Center serves people with intellectual, developmental and personal challenges by creating opportunities for a good life.”

### **Vision:**

“We envision a day when all people, despite their challenges, are fully engaged in their communities and living a good life. “



Manchester and Portsmouth, NH

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Moore Center Services, Inc.  
Manchester, New Hampshire

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of **Moore Center Services, Inc.** and **Moore Realty, Inc.**, which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, cash flows, functional revenues and other support and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our 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 audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the 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 entities' 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 entities' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

To the Board of Directors  
Moore Center Services, Inc.  
Manchester, New Hampshire

Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Moore Center Services, Inc. and Moore Realty, Inc. as of June 30, 2016 and 2015, and the changes in their net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Howe, Riley & Howe, PLLC*

Manchester, New Hampshire  
October 10, 2016

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Consolidated Statements of Financial Position  
June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents - unrestricted	3,474,561	3,930,239
Accounts receivable:		
Medicaid	2,445,508	1,540,637
State of New Hampshire - DDS Contract	-	24,459
Other - net of allowance for doubtful accounts of \$50,216 in 2016 and \$136,486 in 2015	129,339	144,905
Contributions receivable	51,916	83,917
Capital campaign pledges receivable	2,192	3,752
Bond sinking fund	74,867	74,867
Prepaid expenses	136,074	136,486
Client and tenant funds	246,849	201,267
	<u>6,561,306</u>	<u>6,140,529</u>
Total current assets		
<b>PROPERTY AND EQUIPMENT, net</b>	<u>5,715,374</u>	<u>5,928,730</u>
<b>OTHER ASSETS</b>		
Deposits	9,716	83,919
Interest in assets held by New Hampshire Charitable Foundation	175,112	190,045
Investments	959,576	961,948
Financing costs, net of accumulated amortization	134,904	141,289
	<u>1,279,308</u>	<u>1,377,201</u>
Total other assets		
	<u>\$ 13,555,988</u>	<u>\$ 13,446,460</u>
Total		

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Consolidated Statements of Financial Position  
June 30, 2016 and 2015

LIABILITIES AND NET ASSETS

	2016	2015
<b>CURRENT LIABILITIES</b>		
Current portion of mortgage bonds payable	90,000	90,000
Current portion of notes payable	57,599	51,856
Accounts payable	983,339	828,247
State of New Hampshire - DDS Contract	23,966	-
Other liabilities	171,611	222,959
Accrued salaries and wages	711,809	666,676
Accrued payroll taxes	65,902	68,447
Accrued earned time	144,120	140,742
Due to clients and tenants	246,849	201,267
	<b>2,495,195</b>	<b>2,270,194</b>
<b>LONG-TERM LIABILITIES</b>		
Mortgage bonds payable, less current portion shown above	3,535,000	3,625,000
Notes payable, less current portion shown above	152,362	180,707
Interest rate swap agreement	971,364	722,879
Deferred compensation plan	971,576	1,023,448
	<b>5,630,302</b>	<b>5,552,034</b>
<b>NET ASSETS</b>		
Unrestricted		
Board designated	100,000	100,000
General	5,282,159	5,475,900
	<b>5,382,159</b>	<b>5,575,900</b>
Permanently restricted	48,332	48,332
	<b>5,430,491</b>	<b>5,624,232</b>
<b>Total</b>	<b>\$ 13,555,988</b>	<b>\$ 13,446,460</b>

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2016</u>
REVENUES AND OTHER SUPPORT	45,738,629	289,652	-	46,028,281
NET ASSETS RELEASED FROM RESTRICTIONS	289,652	(289,652)	-	-
Total	<u>46,028,281</u>	<u>-</u>	<u>-</u>	<u>46,028,281</u>
EXPENSES				
Program services:				
Service coordination services	3,461,404	-	-	3,461,404
Day services	7,837,371	-	-	7,837,371
Residential services	16,887,143	-	-	16,887,143
Combined day and residential services	4,856,584	-	-	4,856,584
Family directed services	5,941,310	-	-	5,941,310
Independent living services	141,208	-	-	141,208
Family support services	1,117,253	-	-	1,117,253
Early supports and services	1,922,867	-	-	1,922,867
Other program services	1,174,596	-	-	1,174,596
Supporting services:				
General management	2,633,800	-	-	2,633,800
Total expenses	<u>45,973,536</u>	<u>-</u>	<u>-</u>	<u>45,973,536</u>
CHANGE IN NET ASSETS, before loss on interest rate swap agreement	54,745	-	-	54,745
LOSS ON INTEREST RATE SWAP AGREEMENT	(248,486)	-	-	(248,486)
CHANGE IN NET ASSETS	(193,741)	-	-	(193,741)
NET ASSETS - beginning of year	<u>5,575,900</u>	<u>-</u>	<u>48,332</u>	<u>5,624,232</u>
NET ASSETS - end of year	<u>\$ 5,382,159</u>	<u>\$ -</u>	<u>\$ 48,332</u>	<u>\$ 5,430,491</u>

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Consolidated Statement of Activities  
For the Year Ended June 30, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2015</u>
REVENUES AND OTHER SUPPORT	44,642,407	323,104	-	44,965,511
NET ASSETS RELEASED FROM RESTRICTIONS	323,104	(323,104)	-	-
Total	<u>44,965,511</u>	<u>-</u>	<u>-</u>	<u>44,965,511</u>
EXPENSES				
Program services:				
Service coordination services	3,434,504	-	-	3,434,504
Day services	7,932,214	-	-	7,932,214
Residential services	16,098,125	-	-	16,098,125
Combined day and residential services	4,294,202	-	-	4,294,202
Family directed services	5,755,943	-	-	5,755,943
Independent living services	124,710	-	-	124,710
Family support services	1,023,408	-	-	1,023,408
Early supports and services	2,058,805	-	-	2,058,805
Other program services	808,678	-	-	808,678
Supporting services:				
General management	3,266,604	-	-	3,266,604
Total expenses	<u>44,797,193</u>	<u>-</u>	<u>-</u>	<u>44,797,193</u>
CHANGE IN NET ASSETS, before loss on interest rate swap agreement	168,318	-	-	168,318
LOSS ON INTEREST RATE SWAP AGREEMENT	<u>(38,408)</u>	<u>-</u>	<u>-</u>	<u>(38,408)</u>
CHANGE IN NET ASSETS	129,910	-	-	129,910
NET ASSETS - beginning of year	<u>5,445,990</u>	<u>-</u>	<u>48,332</u>	<u>5,494,322</u>
NET ASSETS - end of year	<u>\$ 5,575,900</u>	<u>\$ -</u>	<u>\$ 48,332</u>	<u>\$ 5,624,232</u>

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



MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Consolidated Statements of Cash Flows  
For the Years Ended June 30, 2016 and 2015

	2016	2015
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in net assets	(193,741)	129,910
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation and amortization	523,460	532,895
Loss on disposition of property and equipment	-	90,303
Bad debts	-	84,000
Change in interest in assets held by New Hampshire Charitable Foundation	7,416	(1,769)
Unrealized loss (gain) on investments	6,837	(10,683)
Interest payments to bond escrow fund	(3,688)	(1,702)
Interest paid from bond escrow funds	3,688	1,702
Loss on interest rate swap agreement	248,486	38,408
Decrease (increase) in:		
Accounts receivable	(864,846)	(207,322)
Contributions receivable	32,001	(30,477)
Capital campaign pledges receivable	1,560	14,560
Prepaid expenses	412	(15,267)
Deposits	74,203	(21,741)
Increase (decrease) in:		
Accounts payable	155,092	118,872
Other liabilities	(27,382)	(697,861)
Accrued salaries, wages and payroll taxes	42,588	87,441
Accrued earned time	3,378	15,777
Deferred compensation plan	(43,837)	72,683
Net cash provided by (used for) operating activities	(34,373)	199,729
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Distributions from New Hampshire Charitable Foundation	7,517	7,356
Purchase of investments	(12,500)	(12,500)
Additions to property and equipment	(273,680)	(306,602)
Net cash used for investing activities	(278,663)	(311,746)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Principal payments to bond sinking fund	(90,000)	(89,167)
Proceeds from note payable	-	100,000
Repayments of notes payable	(52,641)	(24,908)
Net cash used for financing activities	(142,641)	(14,075)

(Continued)

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Consolidated Statements of Cash Flows  
For the Years Ended June 30, 2016 and 2015

(Continued)

	2016	2015
NET DECREASE IN CASH AND CASH EQUIVALENTS	(455,678)	(126,092)
CASH AND CASH EQUIVALENTS - beginning of year	3,930,239	4,056,331
CASH AND CASH EQUIVALENTS - end of year	\$ 3,474,561	\$ 3,930,239

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for interest	\$ 121,718	\$ 123,139
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During 2016 and 2015, \$90,000 and \$85,000, respectively, were withdrawn from the bond sinking fund to pay bond principal payments in accordance with the loan agreement.

During 2016 and 2015, the Agency sold investments totaling \$8,035 to fund payments to participants under the Agency's supplemental deferred compensation plan.

During 2016 and 2015, the Agency financed the acquisition of new vehicles with installment notes payable totaling \$30,039 and \$84,602, respectively.

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

**MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.**  
 Consolidated Statement of Functional Revenues and Other Support  
 For the Year Ended June 30, 2016

	Total Agency	General	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	1,476,757	-	-	1,476,757	-	-	907,707	551,096	17,954	-	-	-
Medicaid CCW	35,741,574	-	-	35,741,574	1,741,613	7,917,793	14,375,876	4,826,454	5,934,281	87,970	857,987	-
Medicaid ABID	3,795,455	-	-	3,795,455	115,774	204,099	2,705,863	419,411	314,934	30,078	5,296	-
Medicaid NCCW	504,089	-	-	504,089	3,088	-	-	-	2,514	-	38,088	460,399
Medicaid ESS Bundle	1,130,717	-	-	1,130,717	-	-	-	-	-	-	-	1,130,717
Medicaid IHS	865,738	-	-	865,738	-	-	-	-	865,738	-	-	-
State of New Hampshire - DDS	672,678	-	-	672,678	-	41,916	-	-	7,321	1,286	156,919	465,236
Elder care	933,877	-	933,877	-	-	-	-	-	-	-	-	-
Other program fees	6,942	-	9	6,933	1,760	5,163	5	5	-	-	-	-
Production/service income	143,785	-	-	143,785	-	143,785	-	-	-	-	-	-
Unrestricted contributions	84,884	84,884	-	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	289,652	284,827	-	4,825	-	4,000	-	-	-	-	-	825
In-kind donations	88,614	68,614	-	20,000	-	-	-	20,000	-	-	-	-
Rental income	1,631	1,631	-	-	-	-	-	-	-	-	-	-
Investment income (loss)	(12,905)	(12,905)	-	-	-	-	-	-	-	-	-	-
Other revenues	304,793	72,815	45,577	186,401	54,888	15,807	3,306	-	1,626	6,257	847	103,670
<b>Total</b>	<b>\$ 46,028,281</b>	<b>\$ 499,866</b>	<b>\$ 979,463</b>	<b>\$ 44,548,952</b>	<b>\$ 1,917,123</b>	<b>\$ 8,332,163</b>	<b>\$ 17,992,757</b>	<b>\$ 5,816,966</b>	<b>\$ 7,144,368</b>	<b>\$ 125,591</b>	<b>\$ 1,059,137</b>	<b>\$ 2,160,847</b>

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

**MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.**  
 Consolidated Statement of Functional Expenses  
 For the Year Ended June 30, 2016

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	8,677,633	1,242,376	486,048	6,949,209	1,778,757	1,776,485	349,729	809,932	1,156,894	32,492	313,331	731,589
Employee benefits	2,657,395	235,179	149,471	2,272,745	611,568	579,257	152,284	328,290	215,114	7,370	112,866	265,996
Payroll taxes	630,287	77,784	36,319	516,184	131,821	142,170	24,105	57,053	83,460	2,509	22,381	52,685
Client payments	137,213	-	-	137,213	-	136,614	-	-	599	-	-	-
Contracted substitute staff	37,879	15,868	18,904	3,107	3,107	-	-	-	-	-	-	-
Client treatment services	8,684,922	-	368,389	8,316,533	142,034	-	3,015,193	3,351,210	1,499,855	-	308,241	-
Client therapies	2,395,723	5,015	-	2,390,708	298,678	-	407,279	-	1,660,785	-	8,000	15,966
Accounting	41,096	41,096	-	-	-	-	-	-	-	-	-	-
Audit fees	53,216	53,216	-	-	-	-	-	-	-	-	-	-
Legal fees	16,422	2,483	1,014	12,925	3,718	3,718	787	1,699	702	70	655	1,539
Other professional fees	382,508	57,844	23,625	301,039	87,462	86,602	18,323	39,579	16,357	1,621	15,255	35,840
Subcontractors	19,235,420	-	-	19,235,420	31,800	4,498,991	12,830,226	-	1,094,433	88,770	-	691,200
Staff development and training	31,644	9,139	985	21,520	8,259	4,718	1,291	1,610	1,618	49	1,022	2,953
Bond and bank fees	59,290	59,290	-	-	-	-	-	-	-	-	-	-
Interest expense	122,434	121,578	-	856	-	464	-	392	-	-	-	-
Facility expense	360,043	141,691	1,264	217,088	24,441	65,212	14,632	71,300	27,283	1,939	5,325	6,956
Office expense	81,466	31,529	605	49,332	10,689	19,855	2,428	8,064	1,004	389	3,165	3,738
Client consumables	99,089	655	18	98,336	5,427	28,192	9,755	22,348	32,614	-	-	-
Equipment rental and maintenance	302,748	56,932	17,887	227,929	66,221	65,570	13,873	29,967	12,385	1,227	11,550	27,136
Depreciation and amortization	523,460	85,269	31,886	406,305	118,046	116,885	24,730	53,419	22,077	2,187	20,589	48,372
Advertising	3,653	2,379	1,162	112	-	12	-	-	100	-	-	-
Printing	7,758	5,710	84	1,964	559	391	84	-	168	-	28	734
Telephone and communications	98,616	11,472	6,091	81,053	22,549	22,712	4,724	10,204	5,848	418	3,933	10,665
Postage and shipping	26,789	3,760	1,654	21,375	6,417	6,065	1,283	2,772	1,146	114	1,068	2,510
Transportation	488,632	1,456	27,490	459,686	27,437	278,412	10,756	45,314	71,295	1,723	2,064	22,685
Assistance to individuals	270,897	-	-	270,897	31,313	-	3,121	2,650	22,596	-	211,217	-
Insurance	131,479	131,313	-	166	-	-	-	166	-	-	-	-
Membership dues and fees	4,000	2,647	365	988	284	209	-	-	-	-	-	495
In-kind expense	88,614	68,614	-	20,000	-	-	-	20,000	-	-	-	-
Client advocacy	21,764	-	-	21,764	21,764	-	-	-	-	-	-	-
Other expenses	301,526	169,505	1,335	130,686	29,016	4,837	2,540	615	14,977	330	76,563	1,808
<b>Total</b>	<b>45,973,536</b>	<b>2,633,800</b>	<b>1,174,596</b>	<b>42,165,140</b>	<b>3,461,404</b>	<b>7,837,371</b>	<b>16,887,143</b>	<b>4,856,584</b>	<b>5,941,310</b>	<b>141,208</b>	<b>1,117,253</b>	<b>1,922,867</b>

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Consolidated Statement of Functional Revenues and Other Support  
For the Year Ended June 30, 2015

	Total Agency	General Management	Non-DDS Programs	DDS Programs	Total	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	2,345,695	337	-	2,345,358	-	4,588	-	1,822,293	499,382	19,095	-	-	-
Medicaid CCW	33,923,107	-	-	33,923,107	8,086,323	1,472,212	8,086,323	13,275,697	4,449,526	5,763,947	78,340	797,062	-
Medicaid ABD	3,496,097	-	-	3,496,097	94,912	94,912	199,186	2,395,750	397,771	386,799	21,679	-	-
Medicaid NCCW	571,831	-	-	571,831	2,316	2,316	-	-	-	-	-	29,595	539,920
Medicaid ESS Bundle	1,323,875	-	-	1,323,875	-	-	-	-	-	-	-	-	1,323,875
Medicaid IHS	727,472	-	-	727,472	-	-	-	-	-	727,472	-	-	-
State of New Hampshire - DDS	898,740	-	-	898,740	41,916	-	41,916	422,403	-	7,321	-	427,100	-
Eldercare	691,580	1,417	690,163	-	-	-	-	-	-	-	-	-	-
Other program fees	9,360	-	-	9,360	3,195	3,195	6,165	-	-	-	-	-	-
Production/service income	149,604	-	-	149,604	149,604	-	149,604	-	-	-	-	-	-
Unrestricted contributions	53,896	53,896	-	-	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	323,104	307,352	15,752	-	-	-	-	-	20,000	-	-	-	-
In-kind donations	73,072	53,072	-	20,000	-	-	-	-	-	-	-	-	-
Rental income	8,400	8,400	-	-	-	-	-	-	-	-	-	-	-
Investment income	13,905	13,905	-	-	-	-	-	-	-	-	-	-	-
Other revenues	355,773	123,481	13,492	218,800	22,850	94,686	22,850	-	-	1,246	3,994	-	96,024
<b>Total</b>	<b>\$ 44,965,511</b>	<b>\$ 561,860</b>	<b>\$ 719,407</b>	<b>\$ 43,684,244</b>	<b>\$ 8,506,044</b>	<b>\$ 1,671,909</b>	<b>\$ 8,506,044</b>	<b>\$ 17,916,143</b>	<b>\$ 5,366,679</b>	<b>\$ 6,905,880</b>	<b>\$ 104,013</b>	<b>\$ 1,253,757</b>	<b>\$ 1,959,819</b>

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

**MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.**  
 Consolidated Statement of Functional Expenses  
 For the Year Ended June 30, 2015

	Total Agency	General Management	Non-DDS Programs	DDS Programs	Total	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	8,518,502	1,389,763	308,610	6,820,129	1,749,221	1,728,707	332,709	771,061	1,107,486	26,883	291,678	812,384	
Employee benefits	2,587,898	462,231	98,244	2,027,423	609,885	578,026	86,126	257,819	117,414	8,989	97,528	271,636	
Payroll taxes	634,003	101,377	23,403	509,223	131,370	137,737	23,657	54,041	80,429	2,104	20,661	59,224	
Client payments	155,973	-	-	155,973	-	138,590	-	14,753	2,630	-	-	-	-
Contracted substitute staff	2,413	2,413	-	-	-	-	-	-	-	-	-	-	-
Client treatment services	7,710,452	-	313,611	7,396,841	84,429	-	2,902,079	2,899,101	1,191,980	-	319,252	-	-
Client therapies	2,262,116	-	-	2,262,116	285,262	2,995	337,413	-	1,608,377	-	7,057	-	21,012
Accounting	37,481	37,481	-	-	-	-	-	-	-	-	-	-	-
Audit fees	51,933	51,933	-	-	-	-	-	-	-	-	-	-	-
Legal fees	16,986	2,483	620	13,883	4,939	3,648	544	1,624	741	57	616	1,714	
Other professional fees	542,319	190,814	8,799	342,706	217,773	49,768	7,520	22,243	10,627	774	8,397	25,604	
Subcontractors	19,242,157	-	-	19,242,157	2,113	4,635,841	12,333,014	14,810	1,447,429	77,750	-	-	731,200
Staff development and training	26,804	5,863	1,703	19,238	6,171	8,940	1,006	700	415	22	833	1,151	
Bond and bank fees	57,830	57,830	-	-	-	-	-	-	-	-	-	-	-
Interest expense	123,428	123,428	-	-	-	-	-	-	-	-	-	-	-
Facility expense	351,979	158,353	871	192,755	16,630	86,047	15,592	53,140	11,760	1,336	3,668	4,582	
Office expense	65,883	32,143	369	33,371	5,226	8,386	1,409	10,788	206	106	3,341	3,909	
Client consumables	77,498	-	-	77,498	1,786	29,108	1,525	30,195	14,884	-	-	-	-
Bad debt	84,000	84,000	-	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	255,728	48,857	9,630	197,241	57,331	56,658	8,442	25,272	12,471	881	9,560	26,626	
Depreciation and amortization	532,895	90,202	20,704	421,989	123,258	121,813	18,150	54,333	24,744	1,894	20,553	57,244	
Advertising	1,831	725	227	879	-	-	-	-	879	-	-	-	-
Printing	11,104	9,093	285	1,726	768	241	-	-	-	-	57	660	
Telephone and communications	106,795	16,741	4,146	85,908	24,680	24,547	3,634	10,879	6,212	379	4,115	11,462	
Postage and shipping	24,711	4,686	934	19,091	5,579	5,533	819	2,450	1,116	85	927	2,582	
Transportation	487,231	693	14,652	471,886	24,100	281,549	13,300	42,849	78,248	3,450	1,767	26,623	
Assistance to individuals	246,378	-	-	246,378	18,271	-	8,191	665	-	-	219,251	-	-
Insurance	118,702	82,342	-	36,360	30,162	166	-	6,032	-	-	-	-	-
Membership dues and fees	4,189	1,978	290	1,921	1,105	816	-	-	-	-	-	-	-
In-kind expenses	73,072	53,072	-	20,000	-	-	-	20,000	-	-	-	-	-
Medicaid match expense	13,125	-	-	13,125	-	-	-	-	-	-	13,125	-	-
Client advocacy	21,193	-	-	21,193	21,193	-	-	-	-	-	-	-	-
Other expenses	350,584	258,103	1,580	90,901	43,414	3,102	2,995	1,447	37,729	-	1,022	-	1,192
<b>Total</b>	<b>\$ 44,797,193</b>	<b>\$ 3,266,604</b>	<b>\$ 808,678</b>	<b>\$ 40,721,911</b>	<b>\$ 3,434,504</b>	<b>\$ 7,932,214</b>	<b>\$ 16,098,125</b>	<b>\$ 4,294,202</b>	<b>\$ 5,755,943</b>	<b>\$ 124,710</b>	<b>\$ 1,023,408</b>	<b>\$ 2,058,805</b>	

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

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Notes to Consolidated Financial Statements  
June 30, 2016 and 2015

Note 1 - Organization and Summary of Significant Accounting Policies

(A) Organization

Moore Center Services, Inc. (the Agency) is a New Hampshire nonprofit corporation providing a wide range of services to developmentally disabled individuals and to individuals with acquired brain disorders in Manchester, New Hampshire and the surrounding communities.

Moore Realty, Inc. (the Organization) is a New Hampshire nonprofit corporation established for the purposes of: (1) receiving, purchasing, leasing, holding and maintaining property associated with the provision of residential, treatment and administrative services to developmentally disabled individuals in the greater Manchester area, and (2) managing, selling or otherwise disposing of the property. All of the Organization's property is used by Moore Center Services, Inc. The Agency does not pay rent to the Organization for use of its real estate.

Moore Center Services, Inc. and Moore Realty, Inc. are considered related parties because they share common management.

(B) Financial Statement Preparation

These financial statements, which consolidate the financial performance of the Agency and the Organization, are presented on the accrual basis of accounting. All significant intercompany transactions and balances have been eliminated in preparation of the consolidated financial statements.

The Agency and the Organization report information regarding their financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

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

(C) Cash and Cash Equivalents

The Agency considers all highly liquid debt instruments with original maturities of seven months or less to be cash equivalents.

The Agency maintains several of their cash balances at one financial institution. Cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Deposits totaling approximately \$3,300,000 at June 30, 2016, are not covered by the FDIC, however, they are collateralized by repurchase agreements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 1 - (D) Receivables

Receivables are stated at unpaid balances, less an allowance for doubtful accounts. The allowance is based on past experience, the provisions of third-party contracts and other circumstances which may affect the ability of individuals to meet their obligations. Receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired receivables are charged against the allowance when management determines they will not be collected. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit.

(E) Property, Equipment and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Assets with a useful life in excess of one year and costing over \$1,000 are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost or donated value of the assets over their estimated useful lives. Depreciation expense, excluding amortization, was \$517,075 and \$526,510 for the years ended June 30, 2016 and 2015, respectively.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of assets with explicit restrictions regarding the use of the assets are reported as restricted support. Absent explicit donor stipulations about how long long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

(F) Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. The fair value measurement is made using the fair value hierarchy prescribed by current accounting standards (see Note 4). Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the change in net assets.



MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Notes to Consolidated Financial Statements  
June 30, 2016 and 2015

Note 1 - (F) Investments (Continued)

Investment income (loss) is comprised of the following, for the years ended June 30, 2016 and 2015:

	2016	2015
Interest income	1,348	1,453
Unrealized gains (losses) on investments	(14,253)	12,452
	\$ (12,905)	\$ 13,905

As of June 30, 2016, the Agency's investments consist principally of an investment in a group annuity contract (see Note 4).

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

(G) Amortization

Financing costs associated with permanent financing for the acquisition of property are being amortized over the 30-year life of the related bonds. Amortization expense was approximately \$6,400 for each of the years ended June 30, 2016 and 2015.

(H) Refundable Advances

Grants or revenues received and meeting the criteria as refundable advances (other liabilities) are recognized as revenue in the period in which the related services are provided or the expenditures are incurred.

(I) Accrued Earned Time

The Agency has accrued a liability for future compensated leave time that its employees have earned and which is expected to be utilized prior to, or paid at, termination of employment.

(J) Contributions

All contributions (including cash, fixed assets or other assets) are considered to be available for unrestricted use unless use of the donated assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted support. Amounts received that are restricted to investment in perpetuity are reported as permanently restricted support.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 1 - (J) Contributions (Continued)

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

(K) In-kind Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. Donated services are not included in these financial statements unless they require specialized skills and would need to be purchased if they were not donated. A number of volunteers have donated time in the form of professional and consulting services to the Agency's various programs and to its fundraising campaigns.

The Agency uses donated facilities which are reflected as other support and expense in the accompanying financial statements, based on the estimated fair market value rent the Agency would incur under an arms' length lease agreement. The estimated fair market value of the rentals was determined by the Agency to be \$20,000 for each of the years ended June 30, 2016 and 2015.

(L) Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, expenses have been allocated by the Agency to the programs and supporting services benefited. Management has changed their method of allocating certain expenses for the year ended June 30, 2016.

(M) Tax Status

Moore Center Services, Inc. is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency must, however, pay income taxes on the net profit, if any, from unrelated business activities.

Moore Realty, Inc. is a nonprofit corporation exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. Any excess of revenue over expenses will be used for property replacement, repairs and maintenance, and debt repayment, or it will be contributed to Moore Center Services, Inc. in support of its charitable activities.

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, as of June 30, 2016 and 2015, the Agency and its related

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 2 - Property and Equipment

As of June 30, 2016 and 2015, property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land	176,243	176,243
Buildings and improvements	6,972,562	6,895,530
Equipment and furnishings	787,631	768,010
Computers and software	1,631,266	1,513,108
Vehicles	<u>233,723</u>	<u>182,596</u>
	9,801,425	9,535,487
Less: accumulated depreciation	<u>4,086,051</u>	<u>3,606,757</u>
	<u>\$ 5,715,374</u>	<u>\$ 5,928,730</u>

Note 3 - Funds Held by Others

Moore Center Services, Inc. is the beneficiary of the Moore Center Services, Inc. Fund, an agency endowment fund held by the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing the fund, assets were contributed by the Agency to the foundation and are held by NHCF as a separate fund designated for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions from the fund each year to the Agency of approximately 4% of the market value of the fund.

NHCF holds \$48,332 of permanently restricted funds as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency. In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

For the Moore Center Services, Inc. Fund and the Thomas M. Burke Fund, which are both Agency endowment funds, variance power was granted to NHCF, whereby they have the right to redirect the use of the transferred assets if, in the judgement of the NHCF Board, the restrictions or conditions of the Fund purposes become unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the State of New Hampshire or elsewhere. The current market value of each fund is included in the accompanying statements of financial position, as required by current accounting standards, as follows:

	<u>2016</u>	<u>2015</u>
Moore Center Services, Inc. Fund	120,645	130,933
Thomas M. Burke Fund (See Note 10)	<u>54,467</u>	<u>59,112</u>
	<u>\$ 175,112</u>	<u>\$ 190,045</u>

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the statements of financial position, and is therefore not included. The market value of this Fund's assets at June 30, 2016 and 2015 was \$39,058 and \$42,389, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 4 - Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets or observable inputs other than quoted market prices (including investments valued at net asset value, as a practical expedient with notice periods for redemption of 90 days or less); and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority (including investments valued at net asset value, as a practical expedient with notice periods for redemption of more than 90 days). The Agency uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An assets 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 must maximize the use of observable inputs and minimize the use of unobservable inputs. The inputs or valuation methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities.

The following tables set forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Agency's assets and liabilities as of June 30, 2016 and 2015:

	<u>2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	-	-	175,112	175,112
Group annuity contract	-	959,576	-	959,576
	<u>\$ -</u>	<u>\$ 959,576</u>	<u>\$ 175,112</u>	<u>\$ 1,134,688</u>
Liabilities:				
Interest rate swap agreement	-	971,364	-	971,364
	<u>\$ -</u>	<u>\$ 971,364</u>	<u>\$ -</u>	<u>\$ 971,364</u>
	<u>2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Interest in assets held by New Hampshire Charitable Foundation	-	-	190,045	190,045
Group annuity contract	-	961,948	-	961,948
	<u>\$ -</u>	<u>\$ 961,948</u>	<u>\$ 190,045</u>	<u>\$ 1,151,993</u>
Liabilities:				
Interest rate swap agreement	-	722,879	-	722,879
	<u>\$ -</u>	<u>\$ 722,879</u>	<u>\$ -</u>	<u>\$ 722,879</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.  
Notes to Consolidated Financial Statements  
June 30, 2016 and 2015

Note 4 - Fair Value Measurements (Continued)

The changes in the fair value of the Agency's Level 3 assets for the years ended June 30, 2016 and 2015, are as follows:

	2016	2015
Balance, beginning of year	190,045	195,632
Total realized and unrealized gains (losses)	(6,165)	2,990
Fees	(1,251)	(1,221)
Distributions	(7,517)	(7,356)
Balance, end of year	\$ 175,112	\$ 190,045

The group annuity contract and the interest rate swap agreement have been valued using the market approach. The fair value of the interest rate swap agreement (see Note 8) was determined using the multiple yield curve framework. The group annuity contract is stated at net asset value, as determined by the issuer of the account based on the fair value of the underlying investments. The group annuity contract is invested in a variety of equity and fixed income registered mutual funds. Participant transactions (issuances and redemptions) may occur daily and are transacted at the latest net asset value.

The fair value of the interest in assets held by the New Hampshire Charitable Foundation (NHCF) is based on the Agency's proportional share of the funds managed by NHCF (Note 3). The management of NHCF values the underlying investments using quoted prices for similar assets (levels 1 and 2) and information provided by the individual fund managers or general partners, including audited financial statements of the investment funds (level 3).

The carrying amounts reflected in the statements of financial position for cash and cash equivalents, receivables, accounts payable, accrued expenses and the deferred compensation obligation approximate fair value given the short-term nature of these instruments. The Agency estimates that the carrying amounts of its debt obligations approximate their fair value due to the variable interest rates contained in the bond and note instruments.

Note 5 - Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (the Authority) issued \$4,295,000 in revenue bonds (Moore Center Issue, Series 2007), the proceeds of which were loaned by the Authority to the Agency. The bonds are collateralized by a security interest in substantially all of the assets of the Agency, as well as its gross receipts. The loan agreement includes various covenants and restrictions, including a requirement to meet various financial ratios, as defined. The bonds mature on September 1, 2037. Subject to conditions defined in the bond indenture, the Agency retains the right to redeem any or all of the mortgage bonds prior to maturity.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 5 - Mortgage Bonds Payable (Continued)

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2016 and 2015 was .42% and .07%, respectively. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture. The bonds are secured by an irrevocable direct pay letter of credit from a bank in the amount of \$3,668,699 as of June 30, 2016. The letter of credit will automatically terminate under specific conditions, as defined in the letter of credit reimbursement agreement, or it will expire on August 1, 2017, unless extended. The agreement includes certain restrictions and various financial and operating covenants. Interest on any advances under the letter of credit is payable at a variable LIBOR rate plus an applicable margin (there were no unreimbursed advances at June 30, 2016 or 2015).

The letter of credit reimbursement agreement splits the bond issue into two separate series for purposes of computing mandatory redemptions: Tranche I, in the amount of \$3,635,000 and Tranche II in the amount of \$660,000. The Agency is required to make monthly payments into a bond sinking fund, held in trust by the Bond Trustee to fund mandatory annual bond redemptions. The balance in the bond sinking fund at June 30, 2016 is \$74,867. The Agency must also use excess Capital Campaign funds, as defined, to redeem Tranche II bonds. The letter of credit reimbursement agreement was amended during 2012 to allow the Agency to use excess Capital Campaign funds to pay off a mortgage note payable to a bank. No Tranche II bond redemptions occurred in 2016 or 2015.

The scheduled future bond maturities, which approximate the sinking fund requirements, are as follows:

<u>Year Ending June 30,</u>	
2017	90,000
2018	95,000
2019	105,000
2020	110,000
2021	115,000
Thereafter	<u>3,110,000</u>
	<u>\$ 3,625,000</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 6 - Notes Payable

Notes payable consisted of the following as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Mortgage note payable to a bank in monthly installments for principal and interest of \$713, with interest calculated based on the Federal Home Loan Bank rate plus 3% (4.45% at June 30, 2016 and 2015). The final note payment is due in July 2020 and the note is collateralized by a first mortgage on certain real estate of the Organization.	35,369	42,155
6.25% note payable to a bank in monthly installments for principal and interest of \$390 through September 2015. The note is collateralized by a vehicle.	-	1,143
4.25% note payable to a bank in monthly installments for principal and interest of \$566 through June 2017. The note is collateralized by a vehicle.	6,094	12,475
3.55% - 3.85% notes payable to a bank in combined monthly installments for principal and interest of \$2,200 through August 2018, decreasing thereafter through November 2020. The notes are collateralized by various agency vehicles.	86,433	76,790
1.00% unsecured note payable to a lender in monthly installments for principal and interest of \$1,709 through July 2020.	<u>82,065</u>	<u>100,000</u>
	209,961	232,563
Less: current portion	<u>57,599</u>	<u>51,856</u>
Long-term portion	<u>\$ 152,362</u>	<u>\$ 180,707</u>

The scheduled maturities of notes payable as of June 30, 2016 were as follows:

2017	57,599
2018	53,007
2019	49,238
2020	44,993
2021	<u>5,124</u>
	<u>\$ 209,961</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 7 - Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$3,250,000. The line-of-credit is unsecured and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 3.75% at June 30, 2016 and 2015. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on February 28, 2017. The Agency must also maintain a minimum debt service coverage ratio (as defined). As of June 30, 2016 and 2015, there was no balance outstanding on the line-of-credit.

Note 8 - Derivative Instruments

As disclosed in Note 5, the mortgage bonds bear interest at a variable rate which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche I bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable LIBOR interest rate (as defined) on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying statements of financial position, and the change in the agreement's fair value is recognized in the statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2016 and 2015 was \$971,364 and \$722,879, respectively (see Note 4).

Note 9 - Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participants may also elect to defer a portion of their salary and have it credited to their account. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2016 and 2015, employer contributions of \$12,500 were credited to participant accounts and recorded as deferred compensation. In addition, investment gains (losses) of \$(6,837) in 2016 and \$11,183 in 2015 were allocated to the participant accounts. At June 30, 2016 and 2015, the Agency's obligation under this deferred compensation plan totaled \$971,576 and \$1,023,448, respectively.



MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 10 - Restrictions of Net Assets

Permanently restricted net assets represent a distribution received from a trust which requires the funds to be set aside in a separate permanent fund (see Note 3). The income, including any unrealized appreciation of the assets, can be used to support the Agency's general activities. Permanently restricted net assets totaled \$48,332 at June 30, 2016 and 2015.

Note 11 - Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2016 and 2015 amounted to \$186,428 and \$207,001, respectively.

Note 12 - Fundraising Expenses

During the years ended June 30, 2016 and 2015, the Agency incurred fundraising expenses of \$269,347 and \$321,064, respectively.

Note 13 - Related Party Transactions

The Agency subcontracts with LifeShare, Inc. to provide various care services to Agency consumers. LifeShare, Inc. is an organization whose President and CEO is related to the Agency's Chief Executive Officer. Subcontractor fees incurred with respect to LifeShare, Inc. totaled \$1,351,026 and \$1,485,303 for the years ended June 30, 2016 and 2015, respectively. The Agency owed LifeShare, Inc. \$26,560 at June 30, 2016 and \$23,893 at June 30, 2015. These amounts are included in accounts payable in the accompanying financial statements.

The Agency contracts with a company to administer substantially all of its employee benefit programs. The principal of this company is a member of the Agency's Board of Directors. In connection with the administration of these benefit programs, the Agency paid fees of \$83,890 and \$71,420 to this company for the years ended June 30, 2016 and 2015, respectively. The Agency owed the company \$38,882 at June 30, 2016 and \$28,615 at June 30, 2015. These amounts are included in accounts payable in the accompanying financial statements.

Agency by-laws require that one-third of the elected members of the Board of Directors be clients or family members of clients. In some cases these board members participate in the Family Directed Services program under which the family manages the provision of services to their child (clients of the Agency), resulting in payments being made by the Agency to the family.

Note 14 - Commitments

The Agency has entered into various operating lease agreements for vehicles and equipment. The lease terms are generally for one to five years. Rent expense for equipment and vehicle rentals for the years ended June 30, 2016 and 2015, amounted to \$152,470 and \$167,205, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Note 14 - Commitments (Continued)

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

2017	133,661
2018	128,731
2019	104,180
2020	72,732
2021	<u>56,760</u>
	<u>\$ 496,064</u>

Note 15 - Contingencies

The Agency receives funds from state and Federal sources and is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. Funds received under these agreements are subject to audit and potential adjustment by the governmental agencies. Management believes that the results of any audit would not have a material effect on the financial statements; consequently, no provision for any adjustments that may result from future audits has been made in the financial statements.

Note 16 - Concentration of Risk

For the years ended June 30, 2016 and 2015, approximately 90% of the Agency's total revenue and support was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term.

In order for the Agency to receive Medicaid funding, it must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services, as the provider of services for developmentally disabled individuals for its service area. On April 3, 2008, the Agency was redesignated as an approved provider through September 30, 2012. The state formally extended the redesignation to September 30, 2015, and is currently reviewing the Agency's status as an approved provider under the state's new redesignation procedures. Management expects the Agency to be redesignated as an approved provider.

Note 17 - Subsequent Events

Management has evaluated subsequent events through October 10, 2016, the date when the financial statements were available to be issued.

**THE MOORE CENTER**  
**BOARD OF DIRECTORS**

2017

**OFFICERS**

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**Arthur Sullivan, Vice Chair**

**Debra Davis Thum, Treasurer**

**Heidi Copeland, Secretary**

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**Gayle Whittemore** (Reverend)

(\*) = Represents Consumers

Revised April 2017

# Paul S. Boynton

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## Profile

Highly qualified non-profit executive with expertise in strategic planning, business development, operations, fund raising and board development. Ability to develop and then translate critical and complex strategies into effective plans. Consistent delivery of results as demonstrated by the satisfaction of internal and external customers. Able to operate and be influential in local, state and national arenas and in politically complex and challenging situations. Decisive and action-oriented with a focus on strategic leadership issues. Open, collaborative leadership style that promotes personal and organizational integrity and continuous improvement. A leader with more than a 35-year history in the healthcare, human services and non-profit world. Currently President and CEO of non-profit corporation with \$40 million annual budget and workforce of 450.

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## Skills Summary

- Strategic/big picture thinker
- High degree of personal integrity
- Coach/Motivator/Team Builder
- Relationship builder
- Teacher/counselor
- Print and broadcast media savvy
- Entrepreneur
- Collaborator
- Action-oriented management style
- Board leadership
- Exceptional verbal and written skills
- Inspirational speaker
- Creative problem solver
- Astute decision maker
- New program development

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## Professional Experience

**STRATEGIC PLANNING.** Identifies, analyzes and interprets emerging trends, competitive market position and available opportunities so specific actions can be planned with an emphasis on prioritization and resource allocation. Plays a leadership role with the Board, senior leadership and other key stakeholders to shape and guide the evolution, development and execution of the strategic plan.

**PUBLIC RELATIONS & DEVELOPMENT/FUNDRAISING.** Understands the fundamentals of public relations from both a strategic and crisis perspective. Sought out for expert commentary. Direct experience with capital campaigns from concept and feasibility study through implementation. Created a new Development Department including initiatives in the areas of planned giving, special events, annual appeals and grants.

**COMMUNITY COLLABORATION.** Highly visible, resourceful community leader. Operates within the larger community to create collaborations that benefit the greater good while advancing the organization's mission and goals. Highly effective at forming advantageous partnerships for all parties. Active on many non-profit boards and advisory groups throughout the state.

**TURNAROUND AGENT.** Led a comprehensive organizational turnaround including financial, operations, quality and culture. Hired as CEO to bring an organization from a \$ 500K annual loss to a financially stable position. Delivered surplus budgets for 14 years and oversaw the purchase of a permanent new home for the organization.

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## Employment History

**MOORE CENTER SERVICES, INC.** – Manchester, NH, President & CEO, 1997-Present

**EASTER SEAL SOCIETY OF NH** – Manchester, NH, Vice President, 1985-1997

Rehabilitation Center Director, 1982-1985

Director of Special Education, 1978-1985

Director of Social Services, 1971-1978

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## Education

GODDARD COLLEGE – Plainfield, VT  
MA in Counseling, 1976

UNIVERSITY OF NH – Durham, NH  
BA in Social Work, 1973

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## **Professional Associations Current and Recent**

**STATE WORKFORCE INVESTMENT BOARD**, Concord, NH – Member of the Board of Directors

**CATHOLIC MEDICAL CENTER**, Manchester, NH – Past Secretary of the Board of Directors, Past Member of the Executive Committee, Past Member of the Nominating Committee, Past Member of the Development Advisory Committee, Past Chair of the Strategic Planning Committee

**BEDFORD AMBULATORY SURGICAL CENTER, LLC**, Bedford, NH – Past Member of the Board of Directors

**SENIORS COUNT**, Manchester, NH – Past Chair of the Collaborative Council

**MUSICIANS FOR A CAUSE**, Londonderry, NH – Past Member of the Board of Directors

**PASTORAL COUNSELING SERVICES**, Manchester, NH – Past Chair of the Board of Directors

**SPECIAL OLYMPICS OF NEW HAMPSHIRE**, Manchester, NH – Past member of the Board of Directors

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## **Additional Accomplishments**

**MANCHESTER COMMUNITY TELEVISION**, Manchester, NH – Host of “YES” TV Show

“BEGIN WITH YES,” Manchester, NH – Consultation/Corporate Coaching

**SHAUGNESSY FINANCIAL GROUP & EXCEPTIONAL PARENT MAGAZINE** – EP Maxwell J. Schleifer  
“Distinguished Service Award” recipient

**PASTORAL COUNSELING SERVICES**, Manchester, NH – “Good Samaritan Award” recipient for Media / Arts

**THE CORPORATE FUND**, Walter J. Dunfey Award for “Excellence in Management” Award Recipient on behalf of Moore Center Services.

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**, Manchester, NH – “Community Partner Leadership Award” recipient on behalf of Moore Center Services.

**JOURNEYMEN MAGAZINE**, Editor/Publisher

**NUMEROUS PUBLICATIONS**

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## **Websites of Interest:**

[www.moorecenter.org](http://www.moorecenter.org)

[www.beginwithyes.com](http://www.beginwithyes.com)

[www.yesontv.com](http://www.yesontv.com)

## JANET C. BAMBERG

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Highly qualified executive with expertise in general management, operations, financial analysis, planning and program and staff development. Experience in leading and working effectively with volunteer boards and staff at all levels.

- Strategic Planning
- Financial Analysis & Control
- Profit Center Budgeting
- Contract Negotiations / Management
- General / Operations Management
- Program / Organizational Restructuring
- Change Management
- Mergers / Acquisitions
- Third Party Reimbursement (Medicare Prospective Payment)
- Utilization Management
- Disease State Management
- Service Delivery Design

An intuitive coach, consultant and mentor with a keen ability to assess situational dynamics, adjust to changing market demands and conditions and design strategic plans and programs for optimal organizational results.

### EXPERIENCE

**MOORE CENTER SERVICES, Manchester, NH**

2005- present

*A \$30M Human Services organization serving adults and children in the greater Manchester area*

#### **Chief Financial Officer**

Responsible for the accounting, business office, planning, facilities, human resources and technology functions.

- Oversight responsibilities to assure accurate and timely Medicaid billing.
- Reports financial performance to Board of Directors
- Negotiates organizational contracts and insurance plans
- Redesign of organizational planning process

**JANET BAMBERG CONSULTANTS, Newbury, MA**

1999-2005

**An independent consultant and corporate coach. Recent engagements include:**

- Acting CEO/Executive Director for a midsize Visiting Nurse Association in Massachusetts. In this position directed an extensive agency turn-around, including returning the agency to a position of significant financial surplus from major losses while creating a productive and effective work environment.
- Special Assistant to the CEO for a \$25M human service agency in New Hampshire. Responsibilities have included oversight of a major service delivery redesign, re-engineering of a key department, initiation of an organization-wide quality initiative and individual coaching of selected staff emphasizing skill development and communications.

**VNA CARE NETWORK, INC., Waltham, MA**

1996-1999

*A \$26M provider of home and community based services including hospice, adult and child day care to resident in 130 cities and towns in eastern Massachusetts.*

#### **Chief Operating Officer (1997-1999)**

Responsible for overall operations of organization's home health care business. (\$21M budget, 450 employees)

- Directed on-going redesign of service delivery system, including introduction of integrated team structure, infrastructure and staffing model to support disease state management.
- Developed and introduced a utilization management process to operate effectively and efficiently within HCFA National Home Health Prospective Pay Demonstration Project. System resulted in delivery of care that was both cost-effective and produced favorable clinical outcomes.
- Selected by the National Association of Home Care to present a national seminar on preparing for prospective payment in the home care industry.

JANET C. BAMBERG

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#### **Vice President Systems Management and Quality (1996-1997)**

- Initiated collection and analysis of disease specific utilization data to better identify trends, adjust practices accordingly and more effectively respond to customer needs.
- Designed structure for a newly created support department including clinical specialists, utilization review and quality improvement.
- Directed implementation of systems and practices from three separate organizations into one operational standard following merger.

#### **MASSACHUSETTS EASTER SEAL SOCIETY, Worcester, MA**

1987-1996

*A \$12.5M affiliate of the National Easter Seal Society, provided programs and services to increase independence for individuals with disabilities in Massachusetts.*

#### **Vice President Programs and Services (1991-1996)**

Responsible for overall functioning of organization's programs and services, including a statewide certified home health care program, a contract therapy department, technology program and various recreation and support programs.

- Directed growth of home health care program from a \$1.3M operation with an annual deficit to a self-supporting \$7.5M program.
- Re-organized department due to changing market conditions, external needs and internal opportunities. Incorporated technology into patient care documentation increasing both staff productivity and satisfaction.
- Initiated and facilitated inter-departmental planning and collaboration meeting organizational needs.

#### **Director of Rehabilitation Services (1988-1991)**

- Created and defined this new position combining management of the three fee program areas.
- Directed implementation of a trans-disciplinary management system for therapy, replacing a redundant discipline-based model.
- Realigned client and contract caseload into a financially viable operation in response to fiscal demands and regulatory needs.
- Developed management staff and promoted qualified individual to increasing levels of responsibility yielding both an innovative response to dynamic organizational needs and professional growth.

#### **Director of Home Health Care (1987-1988)**

- Introduced a new management perspective to a growing organizational department. Restructured regional and headquarters functions to support rapid growth. The Easter Seal Home Health Care program received the National Easter Seal Society award for Program Innovation in 1988.
- Provided training and support to the North Carolina Easter Seal affiliate to aid in their successful launch of a certified home health care program.

#### **HEALTH CARE MANAGEMENT ASSOCIATES, INC., Lynnfield MA**

1986-1987

##### **Associate**

Consultant to various health care organizations on areas of operations, program development and market and feasibility analysis. Assignments included:

- Conducted feasibility studies for retirement community development
- Planned marketing program and developed promotional materials for a retirement community
- Analyzed home health care acquisition candidates.
- Conducted operational analysis for long-term care facilities.

#### **QUALITY CARE, INC. Rockville Centre, NY**

1983-1986

##### **Director of Medicare Support Services (1985-1986)**

Corporate Director for a national home health care firm. Responsibilities included providing support for regional staff with legal, accounting, marketing and nursing department. Prepared budget for 28 freestanding agencies, assessed and evaluated potential acquisition, developed training programs, agency systems and division policies and procedures to comply with Medicare guidelines. Direct operational and profit and loss responsibility for several agencies including the divisional training center.



Developed corporate support functions for fastest growing division of company. Responsible for successful start-up of fifteen new agencies including hiring and training staff, licensing, certification and marketing of services. Developed policies and procedures.

**Administrator (1983-1984)**

Responsible for daily operations of the first certified agency of the company. Developed and introduced new operating procedures to increase efficiency between regions and headquarters.

**EDUCATION**

**MBA, University of Massachusetts, Amherst, MA, 1983**  
Teaching Assistant, School of Management

**BS, Major in Nursing, North College Park, Chicago, IL, 1978**

**Certified Corporate Business Coach, Corporate Coach University, 2001**

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Moore Center Services, Inc. / DBA The Moore Center

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:		SFY 18 (7/1/17 - 6/30/18)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract	
Paul Boynton, President & CEO	\$175,677	85.00%	\$148,325.45	
Janet Bamberg, Executive Vice President & CFO	\$144,851	85.00%	\$123,123.35	
Celia Calkins, Director of Case Management	\$58,011	100.00%	\$58,011.00	
Melissa Durocher, Manager of Case Management	\$38,605	100.00%	\$38,605.00	
Sharon Bray, Manager of Case Management	\$40,165	100.00%	\$40,165.00	
	\$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>\$409,229.80</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: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-01)

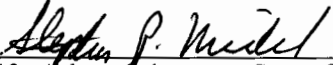
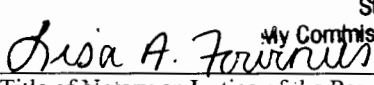
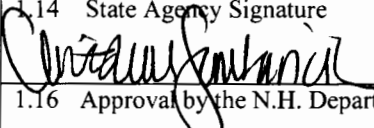
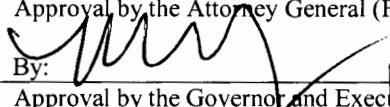
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway NH 03818	
1.5 Contractor Phone Number 603-447-3347 ext 3022	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$2,944,213.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephen Michaud, President	
1.13 Acknowledgement: State of <i>N.H.</i> , County of <i>COOS</i>  On <i>5-12-17</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <i>LISA A. FOURNIER, Justice of the Peace</i> State of New Hampshire My Commission Expires November 18, 2020			
1.13.2 Name and Title of Notary or Justice of the Peace <i>LISA A. FOURNIER, JP. exp. 11-18-20</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <i>5/18/17</i> <i>Christine Santanielli, BDS Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  <i>Megan A. York, Attorney</i> On: <i>5/26/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials SPM  
Date 5/12/17

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials SPK  
Date 5/12/17



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to



Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services





2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.



## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start



date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.

2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.

2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing

2.10.1.2. Determine eligibility for and types of services

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.



- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;



- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

#### **2.14. Complaint Investigation**

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

#### **2.15. Maintenance of Fiscal Integrity**

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

##### **2.15.2.1. Days of Cash on Hand**



- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).



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- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four





- (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.



## Scope of Services: Detailed Service Descriptions

### 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.

1.3.2. The Contractor shall include in said report:

1.3.2.1. the name of the individual,

1.3.2.2. the last date of services for the individual,

1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and

1.3.2.4. an explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region I defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
336

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
  - 4.7.3. All staff will have training at least annually in procedural safeguards.
  - 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
  - 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
    - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
    - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
    - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
  - 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
  - 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
  - 4.11. Part C Supplemental Services funding for children with Autism:
    - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
    - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
    - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
444	49	54605	57	338

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 434 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2.33 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to





ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract

## Exhibit A-2 Northern Human Services

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>	Community Support Services	42	79540
<b>Community Participation Services</b>	Day	201	736526
	SEP	29	66445
<b>In Home Support Services</b>	In Home Supports	30	361
<b>Residences Which May Also Provide Community Participation Services</b>	Day	39	182349
	Residential	41	14841
<b>Residential Services</b>	Residential	168	59627
<b>Services to Persons With Acquired Brain Disorders</b>	Day	12	37930
	Residential	17	6205
	Consolidated Services	1	12
<b>Participant Directed and Managed Services</b>	Consolidated Services	57	697



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

- in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



**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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 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.



**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



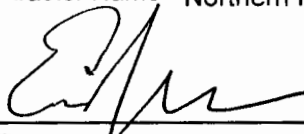
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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: Northern Human Services

5/12/17  
Date

  
Name: Eric Johnson  
Title: CEO



**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: Northern Human Services

Name: Eric Johnson  
Title: CEO

5/12/17  
Date





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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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: Northern Human Services

5/12/17  
Date

  
Name: Eric Johnson  
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials

EMJ

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: Northern Human Services

5/12/17  
Date

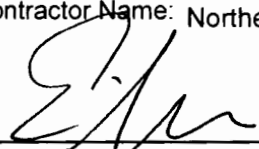
  
Name: Eric Johnson  
Title: CEO

Exhibit G

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

Contractor Initials EMJ

Date 5/12/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Northern Human Services

5/12/17  
Date


  
\_\_\_\_\_  
Name: Eric Johnson  
Title: CEO



Exhibit I

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

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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





Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Christine Santaniello  
Signature of Authorized Representative

Christine Santaniello  
Name of Authorized Representative

Director, BHS  
Title of Authorized Representative

5/19/17  
Date

Northern Human Services  
Name of the Contractor

Eric Johnson  
Signature of Authorized Representative

Eric Johnson  
Name of Authorized Representative

CEO  
Title of Authorized Representative

5/12/17  
Date



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

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

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

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

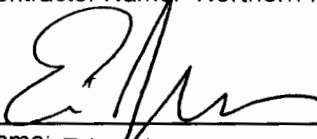
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Northern Human Services

5/12/17  
Date

  
Name: Eric Johnson  
Title: CEO



FORM A

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

1. The DUNS number for your entity is: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

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

# 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 NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62362



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 13th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Margaret McClellan, do hereby certify that:

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

1. I am a duly elected Officer of Northern Human Services.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on January 23, 2017:

(Date)

**RESOLVED:** That the President and 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 12th day of May, 2017.

(Date Contract Signed)

4. Stephen Michaud, and Eric Johnson are the duly elected President and Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

Margaret McClellan Sec.  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Coos

The forgoing instrument was acknowledged before me this 12th day of May, 2017.

By Margaret McClellan.

(Name of Elected Officer of the Agency)

Lisa A. Fournier  
(Notary Public/Justice of the Peace)

LISA A. FOURNIER, Justice of the Peace  
State of New Hampshire  
My Commission Expires November 18, 2020

Commission Expires: 11-18-2020

Client#: 1010836

NORTHUM

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2017

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

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

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		<b>CONTACT NAME:</b> Christine.Skehan <b>PHONE (A/C. No. Ext.):</b> 855 874-0123 <b>E-MAIL ADDRESS:</b> Christine.Skehan@usi.com <b>FAX (A/C. No.):</b>	
<b>INSURED</b> Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>NAIC #</b> 23850 <b>INSURER B:</b> NH Employers Insurance Company <b>13083</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1631607	03/31/2017	03/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1631603	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB578120	03/31/2017	03/31/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		ECC60040004322016A	9/30/2016	9/30/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Entity Prof Liab		PHPK1631607	03/31/2017	03/31/2018	\$1,000,000/\$3,000,000
A	Physician Prof		PHPK1631607	03/31/2017	03/31/2018	\$1,000,000/\$3,000,000

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

Evidence of insurance.

Evidence of Insurance.

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01) 1 of 1  
 #S20268879/M20232305

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BTRZP



## **Statement of Mission**

To assist people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.

## **Statement of Vision**

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

## **AGENCY SERVICES**

Service Coordination - Services will assess, plan, link, monitor and advocate for community based services and supports to enhance the lives of individuals with disabilities. Natural supports within the family and broader community will be strengthened to allow individuals to meaningfully participate in family and community life.

Family Support Services - Family support services will empower families who are caring for a family member with a developmental disability. Families will be encouraged to choose the supports they need; services will be provided in ways that support, rather than supplant, the family.

Community Employment Services - The community employment program will assist individuals to secure paid employment opportunities in the community. Employment will have economic value and will provide the individual with a valued role in their community.

Day Services - Day services will provide or arrange a program of supports which will develop and maximize independent functioning in such areas as self care, physical and emotional growth, safety, socialization, communication, education and employment. These services will be provided in an integrated manner using community resources accessible to all persons in an effort to promote inclusion and to develop personal relationships.

Residential Services - Residential services will provide supports such as community integration, functional skill development and family support to allow individuals to live where they choose and with whom they choose.

Mental Health Services - Mental health services will enable individuals to maximize their level of functioning by assessing and securing appropriate services which may include outpatient, emergency and inpatient treatment or referral to other Agency or community based services.

Family Centered Early Supports and Services - Services will screen, assess and secure appropriate services for children 0-3 years of age, who have or are at risk of being developmentally delayed, and their families. The services will take into account all facets of the child's life including physical, developmental and environmental concerns and involve the families as part of the intervention. Services will be provided directly, under contract or by referral.

Substance Abuse Services - Services will enable individuals with substance abuse issues to receive appropriate, community based prevention, educational and treatment services.

*Financial Statements*

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**NORTHERN HUMAN SERVICES, INC.**

FOR THE YEARS ENDED JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**NORTHERN HUMAN SERVICES, INC.**

**JUNE 30, 2016 AND 2015**

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To the Board of Directors of  
Northern Human Services, Inc.  
Conway, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2016.

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

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

### **Auditors' Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 Northern Human Services, Inc. as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Northern Human Services, Inc. June 30, 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 21, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses on pages 23 - 29 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts,  
Professional Association*

October 5, 2016  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

**ASSETS**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents, undesignated	\$ 5,669,891	\$ 6,930,491
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$185,000 and \$156,000 for 2016 and 2015, respectively	2,831,128	1,820,318
Grants receivable	51,535	44,350
Assets, limited use	527,454	506,492
Due from related party	162,326	-
Prepaid expenses and deposits	<u>252,947</u>	<u>219,676</u>
 Total current assets	 <u>9,813,483</u>	 <u>9,839,529</u>
 <b>PROPERTY AND EQUIPMENT, NET</b>	 <u>556,541</u>	 <u>458,085</u>
 <b>OTHER ASSETS</b>		
Investments	1,556,493	1,587,019
Cash value of life insurance	<u>378,529</u>	<u>358,521</u>
 Total other assets	 <u>1,935,022</u>	 <u>1,945,540</u>
 Total assets	 <u>\$ 12,305,046</u>	 <u>\$ 12,243,154</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 618,022	\$ 630,016
Wages payable	548,928	1,048,403
Compensated absences payable	712,447	707,877
Other grants payable	56,806	63,982
Refundable advances	196,969	35,378
Deferred revenue	69,058	107,782
Client funds held in trust	235,414	198,341
Due to related party	<u>-</u>	<u>9,366</u>
 Total liabilities	 <u>2,437,644</u>	 <u>2,801,145</u>
 <b>NET ASSETS</b>		
Unrestricted		
Undesignated	9,293,879	8,870,020
Board designated	<u>318,202</u>	<u>318,202</u>
 Total unrestricted	 <u>9,612,081</u>	 <u>9,188,222</u>
Temporarily restricted	2,904	1,370
Permanently restricted	<u>252,417</u>	<u>252,417</u>
 Total net assets	 <u>9,867,402</u>	 <u>9,442,009</u>
 Total liabilities and net assets	 <u>\$ 12,305,046</u>	 <u>\$ 12,243,154</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>PUBLIC SUPPORT</b>					
State and federal grants	\$ 806,031	\$ -	\$ -	\$ 806,031	\$ 591,594
Other public support	394,338	-	-	394,338	457,273
Local and county support	144,916	-	-	144,916	160,045
Donations	<u>234,707</u>	<u>3,606</u>	<u>-</u>	<u>238,313</u>	<u>76,351</u>
Total public support	<u>1,579,992</u>	<u>3,606</u>	<u>-</u>	<u>1,583,598</u>	<u>1,285,263</u>
<b>REVENUES</b>					
Program service fees	35,365,819	-	-	35,365,819	35,466,264
Production income	517,074	-	-	517,074	508,099
Other revenues	<u>528,887</u>	<u>-</u>	<u>-</u>	<u>528,887</u>	<u>240,735</u>
Total revenues	<u>36,411,780</u>	<u>-</u>	<u>-</u>	<u>36,411,780</u>	<u>36,215,098</u>
Total public support and revenues	<u>37,991,772</u>	<u>3,606</u>	<u>-</u>	<u>37,995,378</u>	<u>37,500,361</u>
<b>EXPENSES</b>					
<u>Program Services</u>					
Mental health	10,434,956	-	-	10,434,956	10,378,535
Developmental services	<u>22,509,193</u>	<u>-</u>	<u>-</u>	<u>22,509,193</u>	<u>21,858,503</u>
Total program services	32,944,149	-	-	32,944,149	32,237,038
General management	<u>4,628,233</u>	<u>-</u>	<u>-</u>	<u>4,628,233</u>	<u>4,521,537</u>
Total expenses	<u>37,572,382</u>	<u>-</u>	<u>-</u>	<u>37,572,382</u>	<u>36,758,575</u>
<b>EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES</b>	<u>419,390</u>	<u>3,606</u>	<u>-</u>	<u>422,996</u>	<u>741,786</u>
<b>NON-OPERATING INCOME (LOSS)</b>					
Investment (loss) return	(19,613)	-	-	(19,613)	48,531
Loss on sale of property	-	-	-	-	(2,693)
Change in cash value of life insurance	20,008	-	-	20,008	22,886
Interest income	866	1,136	-	2,002	567
Net assets released from restrictions	<u>3,208</u>	<u>(3,208)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>4,469</u>	<u>(2,072)</u>	<u>-</u>	<u>2,397</u>	<u>69,291</u>
Change in net assets	423,859	1,534	-	425,393	811,077
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>9,188,222</u>	<u>1,370</u>	<u>252,417</u>	<u>9,442,009</u>	<u>8,630,932</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 9,612,081</u>	<u>\$ 2,904</u>	<u>\$ 252,417</u>	<u>\$ 9,867,402</u>	<u>\$ 9,442,009</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 425,393	\$ 811,077
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	134,689	73,591
Unrealized loss on investments	77,985	36,595
Realized gain on investments	(30,321)	(57,784)
Loss on sale of property	-	2,693
Change in cash value of life insurance	(7,035)	(6,750)
(Increase) decrease in assets:		
Accounts receivable	(1,010,810)	378,716
Grants receivable	(7,185)	-
Assets, limited use	(20,962)	(34,713)
Due from related party	(162,326)	291,041
Prepaid expenses and deposits	(33,271)	(20,819)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(11,994)	343,087
Wages payable	(499,475)	526,539
Compensated absences payable	4,570	6,310
Other grants payable	(7,176)	38,529
Refundable advances	161,591	(54,022)
Deferred revenue	(38,724)	100,713
Client funds held in trust	37,073	14,919
Due to related party	(9,366)	9,366
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<b><u>(997,344)</u></b>	<b><u>2,459,088</u></b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property	(233,145)	(334,886)
Proceeds from sale of property	-	1,728
Purchases of investments	(233,552)	(358,905)
Proceeds from sales of investments	244,465	369,015
Reinvested dividends	(28,051)	(27,342)
Change in cash value of life insurance	(12,973)	(16,136)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b><u>(263,256)</u></b>	<b><u>(366,526)</u></b>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>(1,260,600)</b>	<b>2,092,562</b>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<b><u>7,248,693</u></b>	<b><u>5,156,131</u></b>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b><u>\$ 5,988,093</u></b>	<b><u>\$ 7,248,693</u></b>

See Notes to Financial Statements



**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Mental Health</u></b>	<b><u>Developmental Services</u></b>	<b><u>Subtotals</u></b>	<b><u>General Management</u></b>	<b><u>2016 Total</u></b>	<b><u>2015 Total</u></b>
<b>EXPENSES</b>						
Salaries and wages	\$ 6,303,073	\$ 7,172,501	\$ 13,475,574	\$ 2,936,291	\$ 16,411,865	\$ 16,258,016
Employee benefits	1,564,009	1,795,238	3,359,247	772,254	4,131,501	3,880,800
Payroll taxes	428,360	520,119	948,479	196,769	1,145,248	1,182,357
Client wages	136,828	226,356	363,184	-	363,184	393,057
Professional fees	167,717	10,742,343	10,910,060	224,858	11,134,918	10,659,792
Staff development and training	24,198	16,568	40,766	20,882	61,648	47,541
Occupancy costs	483,764	555,554	1,039,318	168,126	1,207,444	1,229,766
Consumable supplies	200,497	250,648	451,145	55,557	506,702	526,418
Equipment expenses	83,991	99,348	183,339	32,050	215,389	151,768
Communications	170,596	116,246	286,842	74,764	361,606	368,938
Travel and transportation	282,480	799,489	1,081,969	39,446	1,121,415	1,118,247
Assistance to individuals	9,570	79,209	88,779	3,144	91,923	93,078
Insurance	49,992	61,628	111,620	26,002	137,622	133,997
Membership dues	35,332	24,500	59,832	59,095	118,927	132,446
Bad debt expense	470,323	45,010	515,333	-	515,333	463,211
Other expenses	24,226	4,436	28,662	18,995	47,657	119,143
Total expenses	<u>\$ 10,434,956</u>	<u>\$ 22,509,193</u>	<u>\$ 32,944,149</u>	<u>\$ 4,628,233</u>	<u>\$ 37,572,382</u>	<u>\$ 36,758,575</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Non-Specialized <u>Outpatient</u></b>	<b>State Eligible Adult <u>Outpatient</u></b>	<b>Outpatient <u>Contracts</u></b>	<b>Children and <u>Adolescents</u></b>	<b>Emergency Services <u>Non-BBH</u></b>	<b>Other <u>Non-BBH</u></b>
<b>EXPENSES</b>						
Salaries and wages	\$ 422,734	\$ 885,273	\$ 185,765	\$ 758,100	\$ 440,173	\$ 160,016
Employee benefits	129,024	196,452	43,415	206,115	69,356	38,260
Payroll taxes	26,053	55,843	11,439	50,597	29,208	11,025
Client wages	-	-	-	-	-	-
Professional fees	15,303	17,183	4,018	37,096	6,746	3,797
Staff development and training	3,025	2,403	5,982	761	2,168	4,523
Occupancy costs	50,164	50,315	10,709	54,189	19,276	9,095
Consumable supplies	20,319	7,623	1,677	9,791	2,863	2,108
Equipment expenses	11,699	6,855	1,409	7,390	2,335	1,804
Communications	35,205	15,372	3,433	26,584	13,808	2,989
Travel and transportation	4,640	15,016	1,948	38,727	1,060	8,639
Assistance to individuals	2,290	48	7	1,877	-	8
Insurance	4,272	6,924	1,376	6,945	2,380	1,254
Membership dues	4,953	7,896	585	3,695	1,253	1,231
Bad debt expense	52,240	44,877	-	9,372	26,214	328
Other expenses	<u>392</u>	<u>268</u>	<u>79</u>	<u>4</u>	<u>3</u>	<u>-</u>
Total expenses	<u>\$ 782,313</u>	<u>\$ 1,312,348</u>	<u>\$ 271,842</u>	<u>\$ 1,211,243</u>	<u>\$ 616,843</u>	<u>\$ 245,077</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Bureau of Drug &amp; Alcohol Services</u>	<u>Health Mentors</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>	<u>Supportive Living</u>
<b>EXPENSES</b>						
Salaries and wages	\$ 67,725	\$ -	\$ 100,582	\$ 87,378	\$ 824,182	\$ 827,833
Employee benefits	19,221	-	25,689	21,934	203,576	178,703
Payroll taxes	4,894	-	11,637	6,269	56,283	56,559
Client wages	-	-	59,438	-	-	-
Professional fees	1,295	-	2,523	1,355	19,810	14,152
Staff development and training	283	-	503	179	955	415
Occupancy costs	4,247	-	9,178	6,388	52,524	48,405
Consumable supplies	637	-	3,738	33,342	16,922	20,714
Equipment expenses	635	-	6,805	930	8,697	7,485
Communications	1,004	-	4,573	1,070	13,982	9,630
Travel and transportation	996	-	13,714	620	69,501	75,211
Assistance to individuals	-	-	-	-	63	2,451
Insurance	620	-	867	782	6,986	6,331
Membership dues	787	540	427	350	4,327	2,874
Bad debt expense	5,814	-	3,759	18,957	194,596	50,690
Other expenses	-	-	2,203	-	14,126	7,090
	<u>-</u>	<u>-</u>	<u>2,203</u>	<u>-</u>	<u>14,126</u>	<u>7,090</u>
Total expenses	<u>\$ 108,158</u>	<u>\$ 540</u>	<u>\$ 245,636</u>	<u>\$ 179,554</u>	<u>\$ 1,486,530</u>	<u>\$ 1,308,543</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>	<u>ACT Team</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2015 Total</u>
<b>EXPENSES</b>							
Salaries and wages	\$ 673,433	\$ 47,765	\$ 262,214	\$ 526,978	\$ 32,922	\$ 6,303,073	\$ 6,383,958
Employee benefits	156,695	12,275	92,708	162,307	8,279	1,564,009	1,466,552
Payroll taxes	47,070	3,486	15,905	33,753	8,339	428,360	452,072
Client wages	-	-	-	-	77,390	136,828	168,563
Professional fees	5,486	942	9,146	27,710	1,155	167,717	164,860
Staff development and training	156	1,382	804	656	3	24,198	17,965
Occupancy costs	44,149	4,355	22,199	75,625	22,946	483,764	513,660
Consumable supplies	23,297	707	2,913	10,715	43,131	200,497	203,826
Equipment expenses	12,371	409	3,094	5,810	6,263	83,991	61,935
Communications	16,257	1,546	6,383	9,068	9,692	170,596	168,225
Travel and transportation	10,557	4,468	5,779	24,199	7,405	282,480	277,565
Assistance to individuals	2,405	-	105	53	263	9,570	10,699
Insurance	1,914	437	3,096	5,498	310	49,992	50,048
Membership dues	950	223	1,831	2,688	722	35,332	42,210
Bad debt expense	5,779	-	2,436	55,261	-	470,323	392,281
Other expenses	6	-	4	1	50	24,226	4,116
	<u>6</u>	<u>-</u>	<u>4</u>	<u>1</u>	<u>50</u>	<u>24,226</u>	<u>4,116</u>
Total expenses	\$ <u>1,000,525</u>	\$ <u>77,995</u>	\$ <u>428,617</u>	\$ <u>940,322</u>	\$ <u>218,870</u>	\$ <u>10,434,956</u>	\$ <u>10,378,535</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports &amp; Services</u>	<u>Independent Living Services</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 652,296	\$ 91,294	\$ 2,903,431	\$ 354,222	\$ 229,802
Employee benefits	174,776	22,693	762,376	76,611	70,199
Payroll taxes	45,048	7,043	215,998	24,264	16,293
Client wages	-	2,782	174,912	-	-
Professional fees	45,948	1,499	73,512	139,309	26,809
Staff development and training	782	111	2,822	4,634	61
Occupancy costs	49,166	4,847	236,703	6,091	17,132
Consumable supplies	9,018	1,163	71,389	5,752	3,205
Equipment expenses	4,155	634	59,566	2,017	1,681
Communications	6,099	2,089	39,555	19,106	1,928
Travel and transportation	17,760	11,718	488,048	81,480	14,776
Assistance to individuals	143	150	36,707	32	1,042
Insurance	5,714	823	25,688	2,903	2,301
Membership dues	806	108	12,527	405	306
Bad debt expense	-	-	355	37,538	1,371
Other expenses	-	-	4,220	3	-
Total expenses	<u>\$ 1,011,711</u>	<u>\$ 146,954</u>	<u>\$ 5,107,809</u>	<u>\$ 754,367</u>	<u>\$ 386,906</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Family Residence</u></b>	<b><u>Combined Day/ Residential Vendor</u></b>	<b><u>Individual Supported Living</u></b>	<b><u>Consolidated Services</u></b>	<b><u>Combined Day/ Residential Services</u></b>
<b>EXPENSES</b>					
Salaries and wages	\$ 1,621,393	\$ -	\$ 208,915	\$ 611,724	\$ 35,513
Employee benefits	406,980	-	56,777	87,547	6,399
Payroll taxes	114,946	-	14,258	43,771	2,312
Client wages	15,771	-	1,233	-	-
Professional fees	4,369,784	2,159,128	1,554	1,015,513	392,870
Staff development and training	5,598	-	17	1,230	2
Occupancy costs	158,336	-	38,546	3,344	636
Consumable supplies	118,979	-	7,329	3,769	4,576
Equipment expenses	22,649	-	1,372	2,463	189
Communications	34,275	-	2,518	5,868	202
Travel and transportation	81,694	-	5,052	71,320	-
Assistance to individuals	1,778	-	30	17,115	-
Insurance	13,278	-	1,764	2,927	240
Membership dues	2,959	-	237	6,348	33
Bad debt expense	4,899	-	-	-	-
Other expenses	213	-	-	-	-
	<u>213</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>\$ 6,973,532</u>	<u>\$ 2,159,128</u>	<u>\$ 339,602</u>	<u>\$ 1,872,939</u>	<u>\$ 442,972</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Acquired Brain <u>Disorder</u></b>	<b>Other Developmental Services <u>Programs</u></b>	<b>Total Developmental Services <u>Programs</u></b>	<b>2015 <u>Total</u></b>
<b>EXPENSES</b>				
Salaries and wages	\$ -	\$ 463,911	\$ 7,172,501	\$ 7,018,948
Employee benefits	53,811	77,069	1,795,238	1,716,709
Payroll taxes	246	35,940	520,119	531,928
Client wages	-	31,658	226,356	224,494
Professional fees	104,150	2,412,267	10,742,343	10,244,001
Staff development and training	40	1,271	16,568	16,316
Occupancy costs	6,028	34,725	555,554	539,948
Consumable supplies	1,179	24,289	250,648	262,605
Equipment expenses	1,245	3,377	99,348	59,074
Communications	2,109	2,497	116,246	114,483
Travel and transportation	2,165	25,476	799,489	799,595
Assistance to individuals	600	21,612	79,209	78,470
Insurance	2,090	3,900	61,628	58,890
Membership dues	234	537	24,500	28,485
Bad debt expense	-	847	45,010	70,930
Other expenses	-	-	4,436	93,627
	<u>-</u>	<u>-</u>	<u>4,436</u>	<u>93,627</u>
Total expenses	<u>\$ 173,897</u>	<u>\$ 3,139,376</u>	<u>\$ 22,509,193</u>	<u>\$ 21,858,503</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

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

**General**

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

**Basis of Accounting**

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

**Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2016 and 2015, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

**Accounting Estimates**

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



### **Contributions**

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

### **Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

### **Property and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

### **Investments**

Investments consist of mutual funds and interest bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

### **Accrued Earned Time**

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

### **Program Service Fee Revenue**

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Summarized Financial Information**

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

### **Functional Allocation of Expenses**

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

### **Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

## **2. ASSETS, LIMITED USE**

As of June 30, 2016 and 2015, assets, limited use consisted of the following:

	<b><u>2016</u></b>	<b><u>2015</u></b>
Donor restricted cash	\$ 255,321	\$ 253,787
Client funds held in trust	235,414	198,341
Employee benefits	<u>36,719</u>	<u>54,364</u>
Total assets, limited use	<u>\$ 527,454</u>	<u>\$ 506,492</u>

**3. PROPERTY AND DEPRECIATION**

As of June 30, 2016 and 2015, property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Vehicles	\$ 599,355	\$ 488,496
Equipment	<u>3,094,607</u>	<u>3,007,273</u>
Total property and equipment	3,693,962	3,495,769
Less accumulated depreciation	<u>3,137,421</u>	<u>3,037,684</u>
Property and equipment, net	<u>\$ 556,541</u>	<u>\$ 458,085</u>

Depreciation expense totaled \$134,689 and \$73,591 for the years ended June 30, 2016 and 2015, respectively.

**4. INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2016 and 2015:

	<u>2016</u>		<u>2015</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
<b>Money Market Funds</b>	\$ 15,429	\$ 15,429	\$ 7,336	\$ 7,336
<b>Mutual Funds:</b>				
Domestic equity funds	674,032	663,331	710,094	652,034
International equity funds	308,682	340,877	320,819	320,155
Fixed income funds	508,942	515,603	507,439	513,071
Other mutual funds	<u>49,408</u>	<u>48,090</u>	<u>41,331</u>	<u>42,030</u>
<b>Total</b>	<u>\$ 1,556,493</u>	<u>\$ 1,583,330</u>	<u>\$ 1,587,019</u>	<u>\$ 1,534,626</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2016</u>	<u>2015</u>
<b><u>Components of Investment Return:</u></b>		
Interest and dividends	\$ 28,051	\$ 27,342
Unrealized losses on investments	(77,985)	(36,595)
Realized gains on investments	<u>30,321</u>	<u>57,784</u>
	<u>\$ (19,613)</u>	<u>\$ 48,531</u>

Investment management fees for the years ended June 30, 2016 and 2015 were \$10,914 and \$10,110, respectively.

## 5. **FAIR VALUE MEASUREMENTS**

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

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

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

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

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2016 and 2015.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2016 and 2015.

*Mutual Funds*: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

The table below segregates all financial assets and liabilities as of June 30, 2016 and 2015 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Money Market Funds</b>	\$ 15,429	\$ -	\$ -	\$ 15,429
<b>Mutual Funds</b>				
Domestic equity funds	674,032	-	-	674,032
International equity funds	308,682	-	-	308,682
Fixed income funds	508,942	-	-	508,942
Other funds	49,408	-	-	49,408
<b>Cash Value of Life Insurance</b>	-	378,529	-	378,529
Total investments at fair value	<u>\$ 1,556,493</u>	<u>\$ 378,529</u>	<u>\$ -</u>	<u>\$ 1,935,022</u>

	<u>2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Money Market Funds</b>	\$ 7,336	\$ -	\$ -	\$ 7,336
<b>Mutual Funds</b>				
Domestic equity funds	710,094	-	-	710,094
International equity funds	320,819	-	-	320,819
Fixed income funds	507,439	-	-	507,439
Other funds	41,331	-	-	41,331
<b>Cash Value of Life Insurance</b>	-	358,521	-	358,521
Total investments at fair value	<u>\$ 1,587,019</u>	<u>\$ 358,521</u>	<u>\$ -</u>	<u>\$ 1,945,540</u>

## 6. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2014, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$280,213 and \$279,097 for the years ended June 30, 2016 and 2015, respectively.

## 7. **CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2016 and 2015. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. At June 30, 2016 and 2015, cash balances in excess of FDIC coverage aggregated \$5,872,211 and \$7,395,034, respectively.

**8. CONCENTRATION OF RISK**

For the years ended June 30, 2016 and 2015, approximately 85% and 87% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. The Organization was scheduled for re-designation with the Bureau of Developmental Services during September 2015; however the Organization received an extension from the State of New Hampshire through September 2016. The Organization was scheduled for re-designation with the Bureau of Behavioral Health during August 2016 and was reapproved as a provider of mental health services through August 2021.

Medicaid receivables comprise approximately 79% and 83% of the total accounts receivable balances at June 30, 2016 and 2015, respectively.

**9. LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$890,110 and \$880,320 for the years ended June 30, 2016 and 2015, respectively.

The approximate future minimum lease payments on the above leases for the years ending June 30, 2017 and 2018 are \$770,607 and \$6,413, respectively.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

**10. RELATED PARTY TRANSACTIONS**

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

**Due to/from Related Party**

At June 30, 2016, the Organization had a receivable due from Shallow River balance in the amount of \$162,326. At June 30, 2015, the Organization had a due to Shallow River in the amount of \$9,366.

**Rental Expense**

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$728,526 for each of the years ended June 30, 2016 and 2015. The Organization also leases space from a board member for \$1,000 per month.

### **Management Fee**

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2016 and 2015.

### **Donation**

Although not required by an agreement between Shallow River and the Organization, Shallow River must donate the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. Donation revenue, from Shallow River to the Organization, aggregated \$204,077 and \$53,784 for the years ended June 30, 2016 and 2015, respectively.

## **11. COMMITMENTS AND CONTINGENCIES**

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

## **12. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following purposes:

	<b><u>2016</u></b>	<b><u>2015</u></b>
Dream Team Fund	\$ 2,096	\$ 1,273
Income earned on the Memorial Fund	<u>808</u>	<u>97</u>
Total temporarily restricted net assets	<u>\$ 2,904</u>	<u>\$ 1,370</u>

### 13. **ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS**

As a result of the June 30, 2006 merger of The Center of Hope For Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2016 and 2015, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2016 were as follows:

	<b><u>Temporarily Restricted</u></b>	<b><u>Permanently Restricted</u></b>	<b><u>Total</u></b>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	1,136	-	1,136
Withdrawals	<u>(1,136)</u>	<u>-</u>	<u>(1,136)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>



Changes in endowment net assets (at fair value) as of June 30, 2015 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	563	-	563
Withdrawals	<u>(563)</u>	<u>-</u>	<u>(563)</u>
Certificates of deposit, end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

**14. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 5, 2016, the date the June 30, 2016 financial statements were available for issuance.

**NORTHERN HUMAN SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Mental</u></b>	<b><u>Developmental</u></b>		<b><u>General</u></b>	<b><u>2016</u></b>	<b><u>2015</u></b>
	<b><u>Health</u></b>	<b><u>Services</u></b>	<b><u>Subtotals</u></b>	<b><u>Management</u></b>	<b><u>Total</u></b>	<b><u>Total</u></b>
<b>REVENUES</b>						
Program service fees:						
Client fees	\$ 616,714	\$ 16,491	\$ 633,205	\$ -	\$ 633,205	\$ 648,245
Residential fees	60,927	115,953	176,880	-	176,880	170,682
Blue Cross	138,701	23,520	162,221	-	162,221	209,760
Medicaid	10,622,989	22,785,810	33,408,799	-	33,408,799	33,378,537
Medicare	511,230	-	511,230	-	511,230	616,788
Other insurance	207,325	34,285	241,610	-	241,610	204,216
Local educational authorities	-	181,797	181,797	-	181,797	187,388
Vocational rehabilitation	6,365	9,169	15,534	-	15,534	17,521
Other program fees	4,157	30,386	34,543	-	34,543	33,127
Production/service income	249,579	265,162	514,741	2,333	517,074	508,099
Public support:						
Local/county government	128,366	16,550	144,916	-	144,916	160,045
Donations/contributions	5,361	27,310	32,671	205,642	238,313	76,351
Other public support	294,595	-	294,595	-	294,595	284,399
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	970
Bureau of Developmental Services and Bureau of Behavioral Health	345,840	307,307	653,147	-	653,147	436,585
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,535
Other	13,099	-	13,099	10,250	23,349	24,504
Private foundation grants	99,743	-	99,743	-	99,743	172,874
Other revenues	59,767	57,363	117,130	411,757	528,887	240,735
<b>Total revenues</b>	<b><u>13,494,293</u></b>	<b><u>23,871,103</u></b>	<b><u>37,365,396</u></b>	<b><u>629,982</u></b>	<b><u>37,995,378</u></b>	<b><u>37,500,361</u></b>
<b>EXPENSES</b>						
Salaries and wages	\$ 6,303,073	\$ 7,172,501	\$ 13,475,574	\$ 2,936,291	\$ 16,411,865	\$ 16,258,016
Employee benefits	1,564,009	1,795,238	3,359,247	772,254	4,131,501	3,880,800
Payroll taxes	428,360	520,119	948,479	196,769	1,145,248	1,182,357
Client wages	136,828	226,356	363,184	-	363,184	393,057
Professional fees	167,717	10,742,343	10,910,060	224,858	11,134,918	10,659,792
Staff development and training	24,198	16,568	40,766	20,882	61,648	47,541
Occupancy costs	483,764	555,554	1,039,318	168,126	1,207,444	1,229,766
Consumable supplies	200,497	250,648	451,145	55,557	506,702	526,418
Equipment expenses	83,991	99,348	183,339	32,050	215,389	151,768
Communications	170,596	116,246	286,842	74,764	361,606	368,938
Travel and transportation	282,480	799,489	1,081,969	39,446	1,121,415	1,118,247
Assistance to individuals	9,570	79,209	88,779	3,144	91,923	93,078
Insurance	49,992	61,628	111,620	26,002	137,622	133,997
Membership dues	35,332	24,500	59,832	59,095	118,927	132,446
Bad debt expense	470,323	45,010	515,333	-	515,333	463,211
Other expenses	24,226	4,436	28,662	18,995	47,657	119,143
<b>Total expenses</b>	<b><u>10,434,956</u></b>	<b><u>22,509,193</u></b>	<b><u>32,944,149</u></b>	<b><u>4,628,233</u></b>	<b><u>37,572,382</u></b>	<b><u>36,758,575</u></b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b><u>\$ 3,059,337</u></b>	<b><u>\$ 1,361,910</u></b>	<b><u>\$ 4,421,247</u></b>	<b><u>\$ (3,998,251)</u></b>	<b><u>\$ 422,996</u></b>	<b><u>\$ 741,786</u></b>

**NORTHERN HUMAN SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>	<u>Emergency Services Non-BBH</u>	<u>Other Non-BBH</u>
<b>REVENUES</b>						
Program service fees:						
Client fees	\$ 42,736	\$ 81,678	\$ -	\$ 15,524	\$ 23,480	\$ 334
Residential fees	-	-	-	-	-	-
Blue Cross	46,517	45,980	-	28,433	12,164	(51)
Medicaid	77,616	786,256	719,726	2,563,413	111,274	223,294
Medicare	82,388	352,624	-	-	8,950	-
Other insurance	42,715	100,093	-	26,444	18,910	-
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	-
Other program fees	4,057	-	-	100	-	-
Production/service income	-	-	-	-	-	-
Public support:						
Local/county government	128,366	-	-	-	-	-
Donations/contributions	4,792	71	-	80	52	-
Other public support	-	-	27,824	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	98,304	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	1,472	187	-	504	793
Private foundation grants	10,099	-	-	1,313	-	88,331
Other revenues	<u>51,784</u>	<u>-</u>	<u>-</u>	<u>1,577</u>	<u>-</u>	<u>-</u>
<b>Total revenues</b>	<u>491,070</u>	<u>1,368,174</u>	<u>747,737</u>	<u>2,636,884</u>	<u>273,638</u>	<u>312,701</u>
<b>EXPENSES</b>						
Salaries and wages	\$ 422,734	\$ 885,273	\$ 185,765	\$ 758,100	\$ 440,173	\$ 160,016
Employee benefits	129,024	196,452	43,415	206,115	69,356	38,260
Payroll taxes	26,053	55,843	11,439	50,597	29,208	11,025
Client wages	-	-	-	-	-	-
Professional fees	15,303	17,183	4,018	37,096	6,746	3,797
Staff development and training	3,025	2,403	5,982	761	2,168	4,523
Occupancy costs	50,164	50,315	10,709	54,189	19,276	9,095
Consumable supplies	20,319	7,623	1,677	9,791	2,863	2,108
Equipment expenses	11,699	6,855	1,409	7,390	2,335	1,804
Communications	35,205	15,372	3,433	26,584	13,808	2,989
Travel and transportation	4,640	15,016	1,948	38,727	1,060	8,639
Assistance to individuals	2,290	48	7	1,877	-	8
Insurance	4,272	6,924	1,376	6,945	2,380	1,254
Membership dues	4,953	7,896	585	3,695	1,253	1,231
Bad debt expense	52,240	44,877	-	9,372	26,214	328
Other expenses	<u>392</u>	<u>268</u>	<u>79</u>	<u>4</u>	<u>3</u>	<u>-</u>
<b>Total expenses</b>	<u>782,313</u>	<u>1,312,348</u>	<u>271,842</u>	<u>1,211,243</u>	<u>616,843</u>	<u>245,077</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ (291,243)</u>	<u>\$ 55,826</u>	<u>\$ 475,895</u>	<u>\$ 1,425,641</u>	<u>\$ (343,205)</u>	<u>\$ 67,624</u>

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Bureau of Drug & Alcohol Services	Health Mentors	Vocational Services	Restorative Partial Hospital	Case Management	Supportive Living
<b>REVENUES</b>						
Program service fees:						
Client fees	\$ 9,206	\$ -	\$ 7,084	\$ 16,335	\$ 231,175	\$ 99,295
Residential fees	-	-	-	-	-	-
Blue Cross	4,531	-	-	-	-	-
Medicaid	50,267	-	110,322	226,375	1,628,428	2,054,633
Medicare	7,659	-	-	-	416	-
Other insurance	14,372	-	-	-	-	-
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	6,365	-	-	-
Other program fees	-	-	-	-	-	-
Production/service income	-	-	58,713	-	-	-
Public support:						
Local/county government	-	-	-	-	-	-
Donations/contributions	-	-	-	-	77	-
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	540	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	-	-	-	-	-
Private foundation grants	-	-	-	-	-	-
Other revenues	103	-	190	317	1,136	1,053
Total revenues	<u>86,138</u>	<u>540</u>	<u>182,674</u>	<u>243,027</u>	<u>1,861,232</u>	<u>2,154,981</u>
<b>EXPENSES</b>						
Salaries and wages	\$ 67,725	\$ -	\$ 100,582	\$ 87,378	\$ 824,182	\$ 827,833
Employee benefits	19,221	-	25,689	21,934	203,576	178,703
Payroll taxes	4,894	-	11,637	6,269	56,283	56,559
Client wages	-	-	59,438	-	-	-
Professional fees	1,295	-	2,523	1,355	19,810	14,152
Staff development and training	283	-	503	179	955	415
Occupancy costs	4,247	-	9,178	6,388	52,524	48,405
Consumable supplies	637	-	3,738	33,342	16,922	20,714
Equipment expenses	635	-	6,805	930	8,697	7,485
Communications	1,004	-	4,573	1,070	13,982	9,630
Travel and transportation	996	-	13,714	620	69,501	75,211
Assistance to individuals	-	-	-	-	63	2,451
Insurance	620	-	867	782	6,986	6,331
Membership dues	787	540	427	350	4,327	2,874
Bad debt expense	5,814	-	3,759	18,957	194,596	50,690
Other expenses	-	-	2,203	-	14,126	7,090
Total expenses	<u>108,158</u>	<u>540</u>	<u>245,636</u>	<u>179,554</u>	<u>1,486,530</u>	<u>1,308,543</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ (22,020)</u>	<u>\$ -</u>	<u>\$ (62,962)</u>	<u>\$ 63,473</u>	<u>\$ 374,702</u>	<u>\$ 846,438</u>

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>	<u>ACT Team</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2015 Total</u>
<b>REVENUES</b>							
Program service fees:							
Client fees	\$ 8,768	\$ -	\$ 5,390	\$ 75,709	\$ -	\$ 616,714	\$ 644,822
Residential fees	34,607	-	-	26,320	-	60,927	39,537
Blue Cross	-	-	873	254	-	138,701	176,772
Medicaid	986,641	-	49,381	1,035,363	-	10,622,989	11,106,765
Medicare	-	-	12,432	46,761	-	511,230	616,788
Other insurance	-	-	4,401	390	-	207,325	157,180
Local educational authorities	-	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	6,365	7,241
Other program fees	-	-	-	-	-	4,157	80
Production/service income	-	-	-	-	190,866	249,579	261,767
Public support:							
Local/county government	-	-	-	-	-	128,366	136,715
Donations/contributions	200	-	76	13	-	5,361	3,703
Other public support	-	74,371	192,400	-	-	294,595	284,399
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-	970
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	246,996	-	345,840	365,865
Other federal and state funding:							
HUD	129,535	-	-	-	-	129,535	129,535
Other	-	10,143	-	-	-	13,099	20,412
Private foundation grants	-	-	-	-	-	99,743	172,874
Other revenues	1,606	-	892	1,063	46	59,767	70,587
Total revenues	<u>1,161,357</u>	<u>84,514</u>	<u>265,845</u>	<u>1,432,869</u>	<u>190,912</u>	<u>13,494,293</u>	<u>14,196,012</u>
<b>EXPENSES</b>							
Salaries and wages	\$ 673,433	\$ 47,765	\$ 262,214	\$ 526,978	\$ 32,922	\$ 6,303,073	\$ 6,383,958
Employee benefits	156,695	12,275	92,708	162,307	8,279	1,564,009	1,466,552
Payroll taxes	47,070	3,486	15,905	33,753	8,339	428,360	452,072
Client wages	-	-	-	-	77,390	136,828	168,563
Professional fees	5,486	942	9,146	27,710	1,155	167,717	164,860
Staff development and training	156	1,382	804	656	3	24,198	17,965
Occupancy costs	44,149	4,355	22,199	75,625	22,946	483,764	513,660
Consumable supplies	23,297	707	2,913	10,715	43,131	200,497	203,826
Equipment expenses	12,371	409	3,094	5,810	6,263	83,991	61,935
Communications	16,257	1,546	6,383	9,068	9,692	170,596	168,225
Travel and transportation	10,557	4,468	5,779	24,199	7,405	282,480	277,565
Assistance to individuals	2,405	-	105	53	263	9,570	10,699
Insurance	1,914	437	3,096	5,498	310	49,992	50,048
Membership dues	950	223	1,831	2,688	722	35,332	42,210
Bad debt expense	5,779	-	2,436	55,261	-	470,323	392,281
Other expenses	6	-	4	1	50	24,226	4,116
Total expenses	<u>1,000,525</u>	<u>77,995</u>	<u>428,617</u>	<u>940,322</u>	<u>218,870</u>	<u>10,434,956</u>	<u>10,378,535</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 160,832</u>	<u>\$ 6,519</u>	<u>\$ (162,772)</u>	<u>\$ 492,547</u>	<u>\$ (27,958)</u>	<u>\$ 3,059,337</u>	<u>\$ 3,817,477</u>

**NORTHERN HUMAN SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports &amp; Services</u>	<u>Independent Living Services</u>
<b>REVENUES</b>					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 16,491	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	23,520	-
Medicaid	1,016,973	-	4,428,397	677,844	456,067
Medicare	-	-	-	-	-
Other insurance	-	-	-	34,285	-
Local educational authorities	-	181,797	-	-	-
Vocational rehabilitation	-	-	9,169	-	-
Other program fees	-	-	30,386	-	-
Production/service income	-	-	199,237	4,715	-
Public support:					
Local/county government	-	-	16,550	-	-
Donations/contributions	-	-	27,310	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	150,783	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	895	140	43,408	609	409
	<u>1,017,868</u>	<u>181,937</u>	<u>4,754,457</u>	<u>908,247</u>	<u>456,476</u>
Total revenues					
	<u>1,017,868</u>	<u>181,937</u>	<u>4,754,457</u>	<u>908,247</u>	<u>456,476</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 652,296	\$ 91,294	\$ 2,903,431	\$ 354,222	\$ 229,802
Employee benefits	174,776	22,693	762,376	76,611	70,199
Payroll taxes	45,048	7,043	215,998	24,264	16,293
Client wages	-	2,782	174,912	-	-
Professional fees	45,948	1,499	73,512	139,309	26,809
Staff development and training	782	111	2,822	4,634	61
Occupancy costs	49,166	4,847	236,703	6,091	17,132
Consumable supplies	9,018	1,163	71,389	5,752	3,205
Equipment expenses	4,155	634	59,566	2,017	1,681
Communications	6,099	2,089	39,555	19,106	1,928
Travel and transportation	17,760	11,718	488,048	81,480	14,776
Assistance to individuals	143	150	36,707	32	1,042
Insurance	5,714	823	25,688	2,903	2,301
Membership dues	806	108	12,527	405	306
Bad debt expense	-	-	355	37,538	1,371
Other expenses	-	-	4,220	3	-
	<u>1,011,711</u>	<u>146,954</u>	<u>5,107,809</u>	<u>754,367</u>	<u>386,906</u>
Total expenses					
	<u>1,011,711</u>	<u>146,954</u>	<u>5,107,809</u>	<u>754,367</u>	<u>386,906</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 6,157</u>	<u>\$ 34,983</u>	<u>\$ (353,352)</u>	<u>\$ 153,880</u>	<u>\$ 69,570</u>

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
<b>REVENUES</b>					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	90,741	-	25,212	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,790,036	2,280,533	286,389	2,044,726	451,133
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	18,236	-	1,535	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	4,950	-	2,527	92	34
Total revenues	<u>7,903,963</u>	<u>2,280,533</u>	<u>315,663</u>	<u>2,044,818</u>	<u>451,167</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 1,621,393	\$ -	\$ 208,915	\$ 611,724	\$ 35,513
Employee benefits	406,980	-	56,777	87,547	6,399
Payroll taxes	114,946	-	14,258	43,771	2,312
Client wages	15,771	-	1,233	-	-
Professional fees	4,369,784	2,159,128	1,554	1,015,513	392,870
Staff development and training	5,598	-	17	1,230	2
Occupancy costs	158,336	-	38,546	3,344	636
Consumable supplies	118,979	-	7,329	3,769	4,576
Equipment expenses	22,649	-	1,372	2,463	189
Communications	34,275	-	2,518	5,868	202
Travel and transportation	81,694	-	5,052	71,320	-
Assistance to individuals	1,778	-	30	17,115	-
Insurance	13,278	-	1,764	2,927	240
Membership dues	2,959	-	237	6,348	33
Bad debt expense	4,899	-	-	-	-
Other expenses	213	-	-	-	-
Total expenses	<u>6,973,532</u>	<u>2,159,128</u>	<u>339,602</u>	<u>1,872,939</u>	<u>442,972</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 930,431</u>	<u>\$ 121,405</u>	<u>\$ (23,939)</u>	<u>\$ 171,879</u>	<u>\$ 8,195</u>

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Acquired Brain Disorder</b>	<b>Other Developmental Services Programs</b>	<b>Total Developmental Services Programs</b>	<b>2015 Total</b>
<b>REVENUES</b>				
Program service fees:				
Client fees	\$ -	\$ -	\$ 16,491	\$ 3,423
Residential fees	-	-	115,953	131,145
Blue Cross	-	-	23,520	32,988
Medicaid	273,522	3,080,190	22,785,810	22,271,772
Medicare	-	-	-	-
Other insurance	-	-	34,285	47,036
Local educational authorities	-	-	181,797	187,388
Vocational rehabilitation	-	-	9,169	10,280
Other program fees	-	-	30,386	33,047
Production/service income	-	41,439	265,162	242,838
Public support:			-	
Local/county government	-	-	16,550	23,330
Donations/contributions	-	-	27,310	17,715
Other public support	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	156,524	307,307	70,720
Other federal and state funding:			-	
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>2,622</u>	<u>1,677</u>	<u>57,363</u>	<u>51,995</u>
Total revenues	<u>276,144</u>	<u>3,279,830</u>	<u>23,871,103</u>	<u>23,123,677</u>
<b>EXPENSES</b>				
Salaries and wages	\$ -	\$ 463,911	\$ 7,172,501	\$ 7,018,948
Employee benefits	53,811	77,069	1,795,238	1,716,709
Payroll taxes	246	35,940	520,119	531,928
Client wages	-	31,658	226,356	224,494
Professional fees	104,150	2,412,267	10,742,343	10,244,001
Staff development and training	40	1,271	16,568	16,316
Occupancy costs	6,028	34,725	555,554	539,948
Consumable supplies	1,179	24,289	250,648	262,605
Equipment expenses	1,245	3,377	99,348	59,074
Communications	2,109	2,497	116,246	114,483
Travel and transportation	2,165	25,476	799,489	799,595
Assistance to individuals	600	21,612	79,209	78,470
Insurance	2,090	3,900	61,628	58,890
Membership dues	234	537	24,500	28,485
Bad debt expense	-	847	45,010	70,930
Other expenses	-	-	4,436	93,627
Total expenses	<u>173,897</u>	<u>3,139,376</u>	<u>22,509,193</u>	<u>21,858,503</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 102,247</u>	<u>\$ 140,454</u>	<u>\$ 1,361,910</u>	<u>\$ 1,265,174</u>



**NORTHERN HUMAN SERVICES  
BOARD OF DIRECTORS**

		<u>Office</u>	<u>Home</u>	<u>Term M/Y</u> <u>Began / End</u>
<b>Officers:</b>	Eric Johnson, CEO	447-3347		
	Steve Michaud, President			10.16 / 10.18
	Madelene Costello, Vice President			10.16 / 10.18
	James Salmon, Treasurer			10.15 / 10.17
	Margaret McClellan, Secretary (finishing Maddie's 2 <sup>nd</sup> year)			10.16 / 10.17

<b>Staff:</b>	Dale Heon, CFO	447-3347	
	Susan Wiggin, Executive Assistant	447-3347	
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358	
	Liz Charles, DD Reg Administrator	447-3347	

<u>Term</u> <u>Expire</u>			
	<u>The Mental Health Center</u> 3 Twelfth St., Berlin, NH 03570	Charlie Cotton Area Director	752-7404

'19	Margaret McClellan, [REDACTED]	6/01
'17	*Stephen Michaud, [REDACTED]	11/02

	<u>The Mental Health Center</u> 25 W. Main St., Conway, NH 03818	Jane MacKay Area Director	447-2111
	70 Bay St., Wolfeboro 03894		569-1884
	<u>New Horizons</u> 626 Eastman Road, Center Conway, NH 03818	Shanon Mason DS Director	356-6310

'18	*Madelene Costello, [REDACTED]	9/06
'20	Carrie Duran, [REDACTED]	1/17
'18	James Salmon, [REDACTED]	11/03

	<u>The Mental Health Center</u> 55 Colby St., Colebrook 03576	Steve Arnold MH Director	237-4955
	69 Brooklyn St., Groveton 03582		636-2555
	<u>Vershire Center</u> 24 Depot Street, Colebrook, NH 03576		237-5721

'19	Judy Houghton, [REDACTED]	7/13
'17	Georgia Caron, [REDACTED]	[5/08]

	<u>White Mountain Mental Health</u> 29 Maple St., Box 599, Littleton 03561	Jane MacKay Area Director	444-5358
	<u>Common Ground</u> 24 Lancaster Road, Whitefield, NH 03584	Mark Vincent DS Director	837-9547

'17	*Marti Faulkner, [REDACTED]	1994
'19	Bob Fink, [REDACTED]	1/07, 3/13
'20	Becky McEnany, [REDACTED]	1/17
'18	*Amy Mitz, [REDACTED]	10/12

<u>Honorary Board Members</u>		
	Caroline Gale, [REDACTED]	1984
	Natalie Peterson, [REDACTED]	1981
	*Felix Weingart, Jr., [REDACTED]	1984

Executive Committee: Marge McClellan, Stephen Michaud, James Salmon, Marti Faulkner, Maddie Costello, Eric Johnson

Finance Committee: Marti Faulkner, Marge McClellan, Steve Michaud, Jim Salmon, Bob Fink, Dale Heon

Program Committee: Amy Mitz, Marge McClellan, Judy Houghton, Maddie Costello, Georgia Caron, Becky McEnany, Carrie Duran, Suzanne Gaetjens-Olsen, Liz Charles

\*Member representing consumer with developmental disability

## DALE HEON

### EMPLOYMENT HISTORY:

Apr. 2007 - Present

**NORTHERN HUMAN SERVICES INC.**, Conway, NH

**Job Title: Chief Financial Officer**

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

**Robert Half International**, Manchester, NH

**Job Title: Interim Chief Financial Officer (client)**

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006

**BRANDPARTNERS INC.** (formerly Willey Brothers, Inc.), Rochester, NH

**Job Title: Controller**

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

**CABLETRON SYSTEMS, INC., Rochester, NH**

**Job Title: Senior Credit Analyst**

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

**WILLEY BROTHERS, INC., Rochester, NH**

**Job Title: Assistant Financial Manager**

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

**EDUCATION:**

1996-1999:

**PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program**

**M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society**

1987 - 1991:

**UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics**

**B.S. in Business Administration**

**SOFTWARE RESOURCES:**

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

# ERIC M. JOHNSON

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## SENIOR MANAGEMENT EXECUTIVE

### Cross-Functional Experience & Cross System Expertise

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2013 – Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- \*Contract Development & Monitoring
- \*Budget Development
- \*Consumer Rights Protection
- \*Policy Development
- \*Inter-Agency Collaboration

- \*Corporate Compliance
- \*Quality Assurance
- \*Program Development
- \*Grant Writing
- \*Personnel Management

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## PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

- **CHIEF OF OPERATIONS** (1997 - Present)
- **Associate Director of Developmental Services** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL Coordinator** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services

overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

## **ERIC M. JOHNSON**

-Page 2-

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**CURRENTLY:** Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

### **Examples of Leadership:**

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget.
  - Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
  - Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
  - Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
  - Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
  - Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.
- 

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL Counselor**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH

1982 - 1983

- **VISTA Volunteer**
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## **EDUCATION**

**Masters of Human Service Administration (MSHSA)**  
Springfield College – Springfield, MA

**Bachelor of Arts (BA)**

University of NH – Durham, NH

## **ELIZABETH CHARLES**



### **WORK EXPERIENCE**

*Regional Administrator, Developmental Services, Northern Human Services. Primary responsibility is to direct the regional management and provision of services to individuals with developmental disabilities and acquired brain disorders. Responsible for the direct supervision of the IHS and PDMS Programs, DD Quality Improvement initiatives, supervises the Director, Developmental Services, -New Horizons and Vershire and also the Community Care Waiver Coordinator, QI/Compliance Coordinator and Office Manager at Center Office. Additionally responsible for program planning and development, budgeting and control, accountability, revenue maximization and assurance of quality of care, including the Agency's maintenance of accreditation*

*Regional Coordinator, Developmental Services, Northern Human Services, Conway, NH, January 2006 – present. Primary responsibility is to coordinate region-wide activities and initiatives within the Developmental Services System. Other responsibilities include regular State reporting of various demographic, medical and financial information, coordination and facilitation of monthly DS Program Directors meetings, maintaining knowledge of State rules and regulations pertaining to Developmental Services and various other projects as necessary. Responsibility also includes supervision of the In Home Support Coordinator, Consumer Directed Services Coordinator and Community Care Waiver Coordinator.*

*Director of Programs and Services, The Center of Hope, North Conway, NH, September 2004 – January 2006. Supervise, lead and direct a team of Resource Service Coordinators to assure the best quality and most efficient support for the individuals receiving services. This role has overall responsibility for Individual Service Agreements, Residential, Day Supports and Service Coordination. Also responsible for intake eligibility and waitlist management including budgetary work. Participate as a member of the Agency Management Team.*

*Service Coordination Supervisor, The Center of Hope, North Conway, NH. Perform all the functions of a Service Coordinator as well as supervision of other Service Coordinators and administrative support staff. Agency liaison with the Family Support Council.*

*Other positions held at Center of Hope include Service Coordinator, Program Manager in the Day Program and Residential Program Manager. Began employment in February, 2005.*

*Program Assistant, Student Life Office, University of Southern Maine, Portland, Maine, September 1991-December 1992. Developed and implemented special projects as well as departmental programs.*

EDUCATION

*B.S. Degree University of Southern Maine, Portland, Maine.  
Major – Therapeutic Recreation.*

REFERENCES

*Available upon request*



Abigail Conger



**OBJECTIVE**

To use and expand the skills that I have acquired through my education and employment to do further work within the human services field.

**WORK HISTORY**

May 2016-Current

Regional Coordinator, Northern Human Services

Coordinating region-wide activities and initiatives within the Developmental Services (DS) System. Managing the funding Waitlist, and submission of new programs to the Bureau of Developmental Services. As well as supervision of the In Home Support and Participant Directed and Managed Services Programs Coordinators.

September 2013-April 2016

Participant Directed and Managed Service (PDMS) Service Coordinator, Northern Human Services  
Working with families/guardians that have adult children that receive funding from the Developmental Disability Waiver or Applied Brain Disorder Waiver through the State of NH with Medicaid money. Planning and implementing a yearly budget and Service Agreement. Hiring and supervising all staff, completing all human recourse paperwork, background checks, and payroll for all employees and families. Collecting and inputting all employment data for the PDMS program, oversight of programs with employment supports.

June 2011– October 2016

Sales Associate, Timberland

Daily store tasks, cleaning, moping, organizing. Working on cash register, and customer service.

August 2012– September 2013

Job Developer, Lakes Region Community Services

Created and taught a curriculum around job development for teenagers and adults with disabilities. Do job development with individuals within the agency and from Vocational Rehab referrals. Provide direct support and complete daily, weekly, and monthly reports.

April 2012– July 2012

Educational Aide, North Country Learning Center

Implementing behavior plans for a student with autism designed by special education teacher. Teaching with use of I pad and other electronic devices. Conducting applied behavioral analysis and completing daily, weekly and monthly reports. Working with students on resumes, and employment exploration.

February 2012– July 2012 per Diem

Residential Advisor, North Country Independent Living

Assisting with everyday basic needs for individuals with Traumatic Brain Injuries and Developmental Disabilities. Assisting with meals, medication, and cleaning. Accompany to work and provide

transportation.

June 2010-August 2011

Assistant Director 2010, Director 2011 Madison Summer Recreation Program

Assisting and planning the summer program. Including weekly activities, field trips, weekly craft, and organizing staffing assignments. Completed monthly reports to be given to director of Mustang Academy weekly and daily attendance to the main office of Madison Elementary.

## **EDUCATION**

2011-2013, Granite State College N. Conway NH, received: B.S Behavioral Science and Human Services

2009-2011, Transferred, Wheelock College Boston MA.

2005-2009, General Education, Kennett High School N. Conway NH

## **AWARDS RECEIVED**

Number one Secretary in New England, Key Club 2008, 2009

Number one Secretary notes in New England, Key Club 2008, 2009

Nominated Youth Philanthropist Award 2009

Rising star Award– Wheelock College 2010

## **VOLUNTEER EXPERIENCE**

Kiwanis: Key Club 2005-2009 Board Member

Wild Quack Duck Race: Children's Activity Coordinator 2006-2009

Angels and Elves: Group Leader for 3 years (2006-2009) still volunteer

Polar Express 2005-current

Believe in Books Literacy Foundation: Character Reading to schools 2005– 2011

## **COMPUTER SKILLS**

Proficient in all Microsoft Office programs.

Ipad Programs

## **LICENSES/CERTIFICATES and Additional Trainings**

College of Direct Support -Training

Employment Consulting and Workplace Support -Certified. Through UNH

PHI– Coaching Approach to Communication -Training

NH Department of Health and Human Services Medication Administration-Training

Person Centered Employment Training – Training

ACRES Certified

APSE Certified-Certified Employment Support Professional

Crisis Prevention Intervention (CPI) Certified

Residential Assistant, Wheelock College

Paraeducator 2 State of NH Dept. of Education

Passed Praxis 1

## **REFERENCES**

Provided upon request

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Northern Human Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Eric Johnson, CEO	\$141,750	50.00%	\$70,875.00
Dale Heon, CFO	\$101,050	50.00%	\$50,525.00
Liz Charles, Reg. Administrator	\$70,266	100.00%	\$70,266.00
Abigail Conger, Regional Coordinator	\$35,000	100.00%	\$35,000.00
	\$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>\$226,666.00</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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-08)

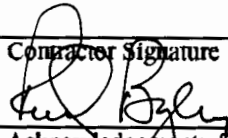
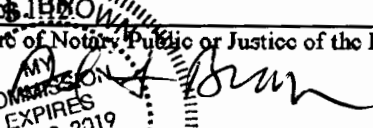
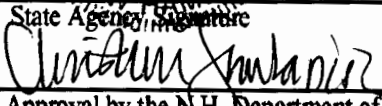
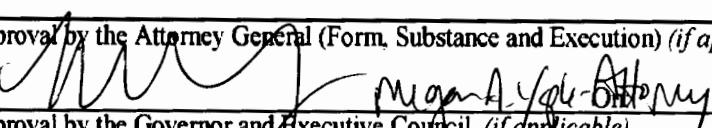
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name One Sky Community Services, Inc.		1.4 Contractor Address 755 Banfield Road Portsmouth NH 03801	
1.5 Contractor Phone Number 603-436-6111 ext 152	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-300731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$4,021,839.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard Bagley, President Board of Directors One Sky Community Services, Inc.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>May 16, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace David S. Brown, Esquire Justice of the Peace / NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, Director BDS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/17/17</u> Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Date: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block I.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 shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to





Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services



2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.



## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start



date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.

2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.

2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing

2.10.1.2. Determine eligibility for and types of services

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

LB

5/16/2017



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.

*RS*



- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;



- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

#### 2.14. Complaint Investigation

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

#### 2.15. Maintenance of Fiscal Integrity

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

##### 2.15.2.1. Days of Cash on Hand



- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).





- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

#### 2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

#### 2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

#### 2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four



- (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.



## Scope of Services: Detailed Service Descriptions

### **1. Provisions Applicable to All Services in Exhibit A-1**

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
  - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
  - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
  - 1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.
  - 1.3.2. The Contractor shall include in said report:
    - 1.3.2.1. the name of the individual,
    - 1.3.2.2. the last date of services for the individual,
    - 1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and
    - 1.3.2.4. an explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region VIII defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

RB

5/16/2017



#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
400

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
  - 4.7.3. All staff will have training at least annually in procedural safeguards.
  - 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
  - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
  - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
  - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
  - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or visions needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



**5. Family Support Services**

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
748	0	42139	555	193

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

**6. In-Home Support Services**

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.





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## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 475 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2.5 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 6 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$0 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## **10. Services to Persons with Acquired Brain Disorders**

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## **11. Participant Directed and Managed Services**

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract.

# Exhibit A-2 One Sky Community Services, Inc.

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>			
	Community Support Services	33	37552
<b>Community Participation Services</b>			
	Day	147	520860
	SEP	26	46319
<b>In Home Support Services</b>			
	In Home Supports	33	396
<b>Residences Which May Also Provide Community Participation Services</b>			
	Day	75	306123
	Residential	89	29110
<b>Residential Services</b>			
	Residential	65	21287
<b>Services to Persons With Acquired Brain Disorders</b>			
	Day	6	23553
	Residential	8	2559
	Consolidated Services	6	72
<b>Participant Directed and Managed Services</b>			
	Consolidated Services	96	1284



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

- in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
  - 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
  - 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
  - 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
    - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
  - 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.





**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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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



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

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



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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**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:

5/16/2017  
Date

  
Name: RICHARD BAGLEY  
Title: PRESIDENT





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):  
\*Temporary Assistance to Needy Families under Title IV-A  
\*Child Support Enforcement Program under Title IV-D  
\*Social Services Block Grant Program under Title XX  
\*Medicaid Program under Title XIX  
\*Community Services Block Grant under Title VI  
\*Child Care Development Block Grant under Title IV


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

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

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

Contractor Name:

5/16/2017  
Date

  
Name: RICHARD BAGLEY  
Title: PRESIDENT



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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:

5/16/2017  
Date

  
Name: RICHARD BAGLEY  
Title: PRESIDENT



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

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

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

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

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

Exhibit G

Contractor Initials RB

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:

5/16/2017  
Date


  
Name: RICHARD BAGLEY  
Title: PRESIDENT

Exhibit G

Contractor Initials RB

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

5/16/2017  
Date


  
Name: RICHARD BAGLEY  
Title: PRESIDENT



Exhibit I

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

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

**(1) Definitions.**

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



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

EB

5/16/2017





Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Christina Lombardi  
Signature of Authorized Representative

Christina Santaniello  
Name of Authorized Representative

Director, BDS  
Title of Authorized Representative

5/17/17  
Date

One Sky  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

RICHARD BAGLEY  
Name of Authorized Representative

PRESIDENT  
Title of Authorized Representative

5/16/2017  
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: ONE SICY

5/10/2017  
Date

  
Name: RICHARD BAGLEY  
Title: PRESIDENT



FORM A

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

1. The DUNS number for your entity is: 16-184-1853
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ NO                      X YES

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

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

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

\_\_\_\_\_ NO                      X YES

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

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

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

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

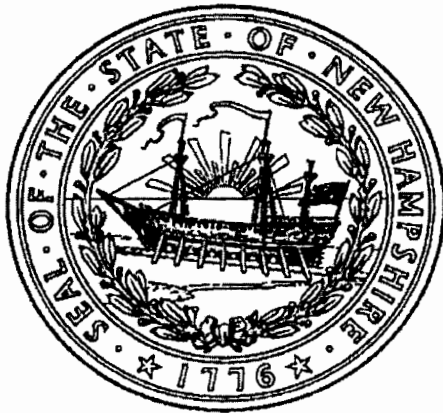
**State of New Hampshire**  
**Department of State**

**ONE SKY**  
**MAY 15 2017**  
**RECEIVED**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONE SKY COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65212



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Kyle Trinward, do hereby certify that:

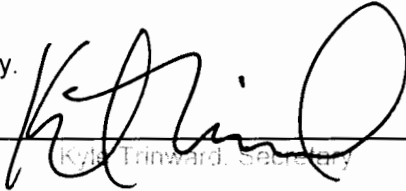
1. I am a duly elected Officer of One Sky Community Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 10, 2017

**RESOLVED:** That the President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18 day of May, 2017.

4. Richard Bagley is the duly elected President of the Agency.

  
\_\_\_\_\_  
Kyle Trinward, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 18 day of May, 2017.

By Kyle Trinward

  
\_\_\_\_\_  
Tina A. Holmes, Notary Public/Justice of the Peace

NOTARY PUBLIC

Commission Expires:

**TINA A. HOLMES, Notary Public**  
**My Commission Expires January 15, 2019**



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## **MISSION STATEMENT**

**We assist people with developmental disabilities or acquired brain disorders, to live as valued and participating members in their communities.**

**Honoring the inherent value of each person, we are committed to:**

- **helping people make choices for themselves about where they live, work, and spend time**
- **using existing resources when possible, but also creating and maintaining supports and services which are flexible and responsive to the circumstances of each individual**
- **assisting families in ways they view as supportive**
- **promoting community understanding, acceptance, and support of people with disabilities**
- **fostering inclusion of people in community affairs and relationships**
- **working in cooperation with local citizens and professionals to realize this mission**
- **providing services without regard to race, sex, religion, national origin, or political belief.**

**ONE SKY COMMUNITY SERVICES, INC.**

**Financial Statements**

**For The Years Ended June 30, 2016 and 2015**

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
One Sky Community Services, Inc.  
Portsmouth, New Hampshire

We have audited the accompanying financial statements of One Sky Community Services, Inc., which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

***Auditor's Responsibility***

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the 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 One Sky Community Services, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "Joseph A. CEA", with a long horizontal line extending to the right from the end of the signature.

Nashua, NH  
December 19, 2016

**ONE SKY COMMUNITY SERVICES, INC.**

## STATEMENTS OF FINANCIAL POSITION

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
<u>CURRENT ASSETS</u>		
Cash	\$ 1,238,748	\$ 1,137,764
Cash-client funds	318,420	270,865
Accounts receivable - Medicaid	3,134,551	1,817,829
Accounts receivable - other	88,568	114,755
Prepaid expenses	27,685	-
	<u>4,807,972</u>	<u>3,341,213</u>
 <u>PROPERTY &amp; EQUIPMENT</u>		
Land	253,200	253,200
Buildings	860,505	910,634
Leasehold improvements	587,933	570,035
Vehicles	91,213	50,109
Equipment	410,691	404,162
	<u>2,203,542</u>	<u>2,188,140</u>
Less accumulated depreciation	<u>1,201,908</u>	<u>1,136,557</u>
	<u>1,001,634</u>	<u>1,051,583</u>
 <u>OTHER ASSETS</u>		
	<u>59,645</u>	<u>49,262</u>
	<u>\$ 5,869,251</u>	<u>\$ 4,442,058</u>
 <b>LIABILITIES AND NET ASSETS</b>		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 2,293,169	\$ 1,257,706
Accrued compensation	337,019	296,101
Other current liabilities	10,052	20,655
Deferred revenue-state	371,654	74,148
Refundable advances	19,936	18,128
Client accounts	318,420	270,865
	<u>3,350,250</u>	<u>1,937,603</u>
 <u>NET ASSETS</u>		
Unrestricted	<u>2,519,001</u>	<u>2,504,455</u>
	<u>\$ 5,869,251</u>	<u>\$ 4,442,058</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**ONE SKY COMMUNITY SERVICES, INC.**

## STATEMENTS OF ACTIVITIES

For The Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>Public Support and Revenue:</b>		
Medicaid	\$ 21,705,077	\$ 20,914,064
Division of Developmental Services	1,402,467	1,165,953
Contributions	44,467	8,871
Gain on sale on sale of assets	168,134	-
Interest	3	253
Other revenue	<u>667,654</u>	<u>836,970</u>
Total Public Support and Revenue	<u>23,987,802</u>	<u>22,926,111</u>
<b>Expenses:</b>		
Program Services:		
Service coordination	1,119,687	1,138,662
Residential services	2,034,855	1,774,645
Participant directed & managed/In-home supports	4,131,277	4,015,171
Early intervention	1,002,276	943,604
Family support	541,713	612,339
Respite care	291,008	342,266
Combined residential/day services	9,769,834	9,022,381
Independent living	354,252	392,386
Day services	2,768,057	2,826,024
Clinical supports	374,009	422,213
School services	<u>170,279</u>	<u>260,547</u>
	22,557,247	21,750,238
Supporting Services:		
General Management	<u>1,416,009</u>	<u>1,211,304</u>
Total expenses	<u>23,973,256</u>	<u>22,961,542</u>
Change in Unrestricted Net Assets	14,546	(35,431)
Net Assets, Beginning of Year	<u>2,504,455</u>	<u>2,539,886</u>
Net Assets, End of Year	<u>\$ 2,519,001</u>	<u>\$ 2,504,455</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**ONE SKY COMMUNITY SERVICES, INC.**

## STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2016 and 2015

	2016	2015
<b>Cash flows provided by (used in) operating activities</b>		
Cash received from public support and other revenues	\$ 22,828,444	\$ 22,538,813
Cash paid to suppliers and employees	(22,832,215)	(23,159,826)
Interest received	3	253
Net cash used in operating activities	<u>(3,768)</u>	<u>(620,760)</u>
<b>Cash flows provided by (used in) investing activities</b>		
Proceeds from sale of assets	180,666	-
Capital expenditures	(65,531)	(46,217)
Net cash provided by (used in) investing activities	<u>115,135</u>	<u>(46,217)</u>
<b>Cash flows provided by (used in) financing activities</b>		
Other assets	(10,383)	(8,042)
Net cash used in financing activities	<u>(10,383)</u>	<u>(8,042)</u>
Net increase (decrease) in cash	100,984	(675,019)
Cash, Beginning of Year	<u>1,137,764</u>	<u>1,812,783</u>
Cash, End of Year	<u>\$ 1,238,748</u>	<u>\$ 1,137,764</u>
<b>RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>		
Change in net assets	\$ 14,546	\$ (35,431)
Adjustments:		
Depreciation and amortization	102,948	111,415
Gain on sale of assets	(168,134)	-
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(1,290,535)	(36,738)
(Increase) decrease in prepaid expenses	(27,685)	-
Increase (decrease) in accounts payable and accrued expenses	1,065,778	(309,699)
Increase (decrease) in deferred revenue-state	297,506	(349,669)
Increase (decrease) in refundable advances	<u>1,808</u>	<u>(638)</u>
Total cash used in operating activities	<u>\$ (3,768)</u>	<u>\$ (620,760)</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**ONE SKY COMMUNITY SERVICES, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2016

	Service Coordination	Residential Services	Participant Directed & Managed/In-Home Supports	Early Intervention	Family Support	Respite Care	Combined Residential / Day Services	Independent Living	Day Services	Clinical Supports	School Services	General Management	2016 Total
<b>Personnel Costs</b>													
Salary and wages	\$ 639,142	\$ 39,266	\$ 1,319,064	\$ 13,426	\$ 228,593	\$ 13,426	\$ 821,130	\$ 142,530	\$ 203,397	\$ 88,188	\$ 104,717	\$ 738,887	\$ 4,351,766
Employee benefits	135,990	4,479	100,113	7,011	49,636	7,011	146,743	36,948	35,348	19,597	15,173	164,466	722,515
Payroll taxes	49,639	3,047	98,247	1,147	17,888	1,147	63,596	11,268	15,736	6,906	8,021	59,028	335,670
Professional fees and consultants	-	168,228	1,501,460	-	13,860	257,764	712,176	8,200	-	-	-	-	2,661,688
Client treatment and services	74,713	24	15,252	24	200	24	42,537	2,431	1,686	239,340	1,526	-	377,757
Therapies	-	-	-	-	-	-	-	-	-	-	-	12,000	12,000
Accounting and auditing	-	-	-	-	-	-	180	-	-	-	-	7,499	7,499
Legal	56	-	-	-	-	-	-	-	-	-	-	7,263	7,263
Payroll preparation	-	-	-	-	-	-	-	-	-	-	-	114,042	114,042
Other	5,405	76	44,747	27,623	620	100	60,175	172	76	202	75	88,124	227,395
Conferences and conventions	5,732	256	1,283	218	1,658	228	7,158	390	626	392	431	7,602	25,974
Occupancy costs													
Rent	53,728	1,604	14,437	1,604	19,250	1,604	6,417	4,812	1,604	5,625	16,620	50,329	177,634
Electricity and other utilities	4,983	151	1,359	151	1,812	151	23,965	453	1,232	604	1,592	8,627	45,080
Maintenance and repairs	3,301	86	830	86	1,472	104	39,412	258	583	344	233	6,580	53,289
Other occupancy costs	-	-	-	-	-	-	379	-	-	-	-	3,512	3,891
Consumable supplies													
Client consumables	7,957	241	2,181	241	2,893	241	34,824	723	315	964	214	7,975	58,769
Office	24,239	203	2,370	203	2,767	524	2,570	636	1,917	810	2,058	29,352	67,649
Equipment maintenance	5,203	140	2,497	140	1,683	195	1,031	421	1,774	561	2,449	56,110	72,204
Advertising	1,557	46	1,185	46	548	46	233	3,959	46	182	106	4,250	12,098
Printing	1,302	12	161	379	330	71	264	37	77	159	106	1,695	4,593
Telephone	13,556	358	3,481	358	4,311	358	3,563	2,760	1,486	1,434	1,181	13,373	46,219
Postage	8,982	263	2,366	263	3,155	263	1,051	789	263	1,052	-	8,519	26,966
Transportation	34,994	1,598	131,600	2,012	10,755	3,217	52,446	11,556	34,039	7,127	13,828	3,862	307,034
Assistance to individuals	23,881	20,269	72,360	4	173,744	2,283	21,527	287	1,726	350	1,558	3,007	320,996
Insurance	2,969	-	318	312	1,177	274	8,941	618	-	-	497	8,205	23,311
Membership dues	662	100	913	20	241	20	105	60	20	80	-	911	3,132
Other expenditures	6,193	23	(385)	23	275	23	92	69	4,433	92	-	9,566	20,404
Subcontractor	-	1,794,385	815,438	946,985	-	-	7,647,377	124,875	2,461,673	-	-	-	13,790,733
Total expenses before depreciation and amortization	1,104,184	2,034,855	4,131,277	1,002,276	536,868	289,074	9,697,892	354,252	2,768,057	374,009	170,279	1,407,285	23,870,308
Add: depreciation & amortization	15,503	-	-	-	4,845	1,934	71,942	-	-	-	-	8,724	102,948
Total program expenses	\$ 1,119,687	\$ 2,034,855	\$ 4,131,277	\$ 1,002,276	\$ 541,713	\$ 291,008	\$ 9,769,834	\$ 354,252	\$ 2,768,057	\$ 374,009	\$ 170,279	\$ 1,416,009	\$ 23,973,256

The Accompanying Notes Are An Integral Part of These Financial Statements.



**ONE SKY COMMUNITY SERVICES, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2015

	Service Coordination	Residential Services	Participant Directed & Managed/In-Home Supports	Early Intervention	Family Support	Respite Care	Combined Residential / Day Services	Independent Living	Day Services	Clinical Supports	School Services	General Management	2015 Total
Personnel Costs													
Salary and wages	\$ 632,308	\$ 39,643	\$ 1,025,086	\$ 22,826	\$ 212,022	\$ 22,826	\$ 706,015	\$ 152,926	\$ 178,881	\$ 126,151	\$ 159,695	\$ 704,446	\$ 3,982,825
Employee benefits	115,864	11,637	76,692	6,401	48,931	6,401	133,423	41,507	41,493	20,035	29,611	121,798	653,793
Payroll taxes	52,611	3,120	77,908	1,897	17,940	1,911	53,603	11,934	13,643	10,252	12,085	57,194	314,108
Professional fees and consultants	4,448	220,924	1,465,954	-	3,295	286,755	437,663	855	2,995	-	-	-	2,422,889
Client treatment and services	57,792	1	14,855	11	921	22	62,116	4,976	5,014	216,050	4,852	426	367,036
Therapies	-	-	-	-	-	-	-	-	-	-	-	-	12,780
Accounting and auditing	7,948	-	25	-	1,223	-	115	-	25	113	25	7,063	16,537
Legal	-	-	-	-	-	-	-	-	-	-	-	-	58,830
Payroll preparation	22,967	175	58,718	178	3,661	181	53,617	560	387	10,935	136	83,122	234,637
Other	6,730	107	2,036	388	2,170	257	1,733	436	472	2,124	809	17,533	34,795
Conferences and conventions													
Occupancy costs	54,396	1,302	12,568	1,554	19,824	1,807	6,469	4,916	2,060	8,306	15,770	42,246	171,218
Rent	7,451	183	1,721	213	2,722	3,492	31,576	669	1,135	1,153	2,115	5,787	58,217
Electricity and other utilities	576	15	127	16	200	833	64,476	48	645	88	1,095	636	68,755
Maintenance and repairs	-	-	-	-	-	3,180	-	-	-	-	-	-	3,180
Other occupancy costs													
Consumable supplies	10,884	264	5,171	311	3,972	358	33,934	980	589	1,678	235	8,546	66,922
Client consumables	20,430	279	2,896	332	6,202	375	2,749	1,017	1,575	3,374	1,925	16,041	57,195
Office	4,514	72	7,510	121	1,529	170	673	412	410	531	1,013	3,802	20,757
Equipment maintenance	1,991	33	404	33	476	33	956	98	58	196	150	11,994	16,422
Advertising	1,872	27	335	41	502	54	204	135	340	181	437	1,590	5,718
Printing	15,568	341	3,519	417	5,301	493	1,964	2,650	1,737	2,194	1,899	11,421	47,504
Telephone	10,367	246	2,376	292	3,704	338	1,211	921	417	1,809	1	8,073	29,755
Postage	32,709	1,227	139,244	2,878	13,412	3,314	38,865	17,591	24,264	14,216	23,626	5,920	317,266
Transportation	25,628	21,960	50,326	7	255,686	1,120	30,594	(347)	17,726	-	4,355	872	407,927
Assistance to individuals	4,372	-	1,192	48	1,699	604	9,179	447	-	-	605	9,412	27,558
Insurance	1,272	178	3,739	74	864	25	82	63	2,783	96	105	504	9,785
Membership dues	1,426	18	4,769	23,577	467	32	686	356	28,390	129	3	9,604	69,457
Other expenditures	29,418	1,471,597	1,054,544	881,557	-	5,582	7,283,070	147,940	2,500,553	-	-	-	13,374,261
Subcontractor													
Total expenses before depreciation and amortization	1,123,542	1,773,349	4,011,715	943,172	606,723	340,163	8,954,973	391,090	2,825,592	419,621	260,547	1,199,640	22,850,127
Add: depreciation & amortization	15,120	1,296	3,456	432	5,616	2,103	67,408	1,296	432	2,592	-	11,664	111,415
Total program expenses	\$ 1,138,662	\$ 1,774,645	\$ 4,015,171	\$ 943,604	\$ 612,339	\$ 342,266	\$ 9,022,381	\$ 392,386	\$ 2,826,024	\$ 422,213	\$ 260,547	\$ 1,211,304	\$ 22,961,542

The Accompanying Notes Are An Integral Part of These Financial Statements.

**ONE SKY COMMUNITY SERVICES, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

One Sky Community Services, Inc. is a New Hampshire not-for-profit organization. It contracts with the New Hampshire Department of Health and Human Services to provide community-based services and support for those with developmental disabilities and acquired brain disorders in Rockingham County. The majority of its funding is from federal and state government programs.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency.

There were no temporarily or permanently restricted net assets at June 30, 2016 or 2015.

Contributions

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

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the

**ONE SKY COMMUNITY SERVICES, INC.**

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2016 and 2015

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Contributions of Property and Services

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. No amounts have been reflected in the financial statements for donated services. The Organization generally pays for services requiring specific expertise.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. The reserve is based on the Agency's history and a review of each of the accounts by management. A reserve of \$21,598 was required as of June 30, 2016. A reserve was not required at June 30, 2015.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Buildings & improvements	10-40 years
Equipment	3-10 years
Vehicles	5 years

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

**ONE SKY COMMUNITY SERVICES, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The Agency's income tax filings are subject to audit by various taxing authorities. The Agency's open audit periods are the periods ended June 30, 2013 through 2016. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

Functional Allocation of Expenses

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

Statement of Cash Flow

The Agency considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Use of Estimates

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

NOTE B. LINE OF CREDIT

The Agency has a line of credit with interest at .75% above prime. In February 2016, the line of credit was increased from \$1,000,000 to \$1,500,000. The line is secured by substantially all of the Agency's assets. There was no balance outstanding on the line at June 30, 2016 and 2015.

NOTE C. LEASE COMMITMENTS

The Agency leases its primary facility pursuant to the terms of a lease that expires in February 2018 with two five-year renewal options. The initial rent of \$12,636 per month increases approximately 4% on each anniversary. Rent expense was \$160,416 for the year ended June 30, 2016 and \$153,828 for the year ended

**ONE SKY COMMUNITY SERVICES, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE C. LEASE COMMITMENTS (Continued)

June 30, 2015. The lessee is responsible for all utilities, repairs and maintenance and insurance and a prorata share of the real estate taxes and common area costs over a base.

Additional facilities were leased at \$1,385 per month for two years starting in May 2015. The Agency is responsible for all utilities and maintenance.

Minimum future lease payments under these operating leases as of June 30, 2016 are:

<u>Fiscal Year End</u>	<u>Amount</u>
2017	\$ 180,858
2018	\$ 114,272

NOTE D. CONTINGENT LIABILITIES

The Agency receives funding under various state and federal grants. Under the terms of these grants, the Agency is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Agency might be required to repay the grantor's funds.

The acquisition of real property has been funded, in part, by federal and state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2016 and 2015, no provision has been made for these contingencies.

NOTE E. CONCENTRATION OF RISK

The Agency maintains its cash balances at one institution. The balances at this institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2016 and June 30, 2015, the Company's uninsured cash balances were \$1,501,094 and \$1,261,431, respectively.

The Agency received 90% and 91% of its revenues from Medicaid billings for the years ended June 30, 2016 and 2015, respectively.

**ONE SKY COMMUNITY SERVICES, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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**NOTE F. RELATED PARTY TRANSACTIONS**

An Agency's board member is an attorney. The law firm, in which he is a principal, was paid \$5,828 and \$1,188 for professional services for the years ended June 30, 2016 and 2015, respectively.

**NOTE G. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2016 and 2015, based on the relatively short maturity of these instruments

**NOTE H. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS**

Management has evaluated events through December 19, 2016, the date that the financial statements were available to be issued.

**BOARD OF DIRECTORS - REGION VIII  
ONE SKY COMMUNITY SERVICES, INC.  
4/12/2017**

	<u>NAME</u>	<u>TERM ENDS</u>
1.	Bagley, Richard	Aug. 2019
2.	Brown, David, Esq.	Nov. 2017
3.	*Brown, Robert	Mar. 2019
4.	*Clayburgh, Nancy	Jan. 2018
5.	*Grossman, Gabrielle	May 2019
6.	Herold, Bob	Feb. 2018
7.	*Kotkowski, Gerald	Feb. 2018
8.	*Kuchtey, Walter	May 2020
9.	Plaia, Joseph S., Esq.	Apr. 2019
10.	Trinward, Kyle	July 2019
11.	Winham, Vivian	Apr 2020

\* indicates consumer representative

## Joshua Gehling

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### Education:

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<b>University Of New Hampshire</b>	Durham, New Hampshire (many courses in Manchester)
Master of Education in Counseling	Graduated May 2012 with highest honors: 4.00 GPA
<b>University Of New Hampshire</b>	Manchester, New Hampshire
Bachelor of Arts in English	Graduated cum laude, December 2007

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### Experience:

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<b>One Sky Community Services</b>	Portsmouth, NH	February 2014 – Current
<b><u>Clinical Director (Previously Staff Clinician)</u></b>		<b>Supervisor:</b> Chris Muns

I currently support a large clinical/forensic caseload by providing behavioral and risk management services. I have been responsible for developing/implementing clinical programming, utilizing strategies from ABA and counseling methodologies (CBT/DBT). In this position, I've maintained a perfect endorsement record w/ the SRMC while building One Sky's reputation for sound clinical judgement throughout the state.

#### Responsibilities include:

- Authoring policy for Region 8 RMC and chair that committee. Serve on the HRC and represent One Sky on statewide committees (SRMC, COP, ITS Committees, etc.).
- Supervising one Behavior Specialist and supporting ~20 Service Coordinators.
- Behavioral consultation and functional behavioral assessment with individuals/teams.
- Staff training (ranging from one-on-one consultation to Mandt courses for large groups).
- Development of proactive strategies for preventing challenging behavior.
- Crisis response/intervention, as well as risk management framed programmatic support.
- Clinical programming development, implementation, and oversight.
- Drafting, presenting, and maintaining behavior support and risk management plans.
- Insuring the department's financial security by providing a high rate of billable services.

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<b>Easter Seals New Hampshire</b>	Stratham, NH	July 2012 – January 2014
<b><u>Behavior Specialist</u></b>	<b>Supervisor:</b>	Derek Edge/Jessalynne Antilus

Supported a clinical caseload of thirty-five individuals with diverse diagnostic backgrounds. Maintained a perfect state certification record, with zero deficiencies for my plans

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**Manchester Central High School  
Guidance Counselor (Internship)**

**Manchester, NH  
Supervisor:**

**Sept. 2011 – June 2012  
Barbara Naeger**

**Responsibilities included:**

- Individual and group counseling for diverse academic, personal/social, and career issues.
- Working with student 504 accommodations and Individualized Education Plans.
- Consulting and coordinating with fellow counselors, faculty, and parents.
- Working with a socio-economically, multi-culturally diverse student populace.
- Assisting in the development and implementation of a comprehensive guidance plan.

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**Easter Seals New Hampshire  
Program Coordinator**

**Merrimack, NH  
Supervisor:**

**April 2009 – July 2012  
Jamie Carver/Jesse Lore**

Supervised approximately twenty full-time employees and coordinated day service programming for over forty adult clients. Received President's Award (Manager of the Year).

**Responsibilities included:**

- Developing and Implementing measurable ISP goals for diverse individuals.
- Overseeing collection, maintenance, quality control and organization of client records and program documentation (daily and monthly progress notes).
- Advocating for new vocational and volunteer opportunities for clients by reaching out to prospective jobsites and fostering healthy community relationships.
- Organizing and leading a variety of regular staff, ISP, and psycho-educational meetings.
- Leading the day service program through yearly state audits and the recertification process. Oversaw the program through a perfect certification in 2010.

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**Additional Skills:**

- Completed IABA Positive Behavior Supports Training
- Completed Skills System Training (DBT, Julie Brown)
- Completed 1 year of training in Risk Assessment with Dr. Laurie Guidry
- Certified Mandt Instructor (relational skills, verbal de-escalation, physical interventions)
- Certified in administration of STATIC-99R and STABLE/ACUTE-2007 assessment tools
- Certified as a School Counselor

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**References:**

- Derek Edge, LCMHC. Former Clinical Director/Supervisor (603) \*\*\*-\*\*\*\*
- Renee Fisher, ES Director (603) \*\*\*-\*\*\*\*
- Barbara Naeger, MCHS Guidance Coordinator: (603) \*\*\*-\*\*\*\*

# ROCCO VAN DER MERWE

## OVERVIEW

A highly motivated Accountant with a verifiable record of accomplishment spanning 11 years. Areas of strength include:

Knowledge of Accounting Principles (GAAP)	Strong Verbal and Written Communication Skills
Financial Analysis	Time Management Skills
Organizational Skills	Research Abilities
Attention to Detail	Work as a Team Player

## EDUCATION

**Associate Degree in Accounting** **2004**  
*Southern New Hampshire University*

## COMPUTER SKILLS

- Microsoft: Excel, Word, Access, Outlook, PowerPoint
- Accounting software: Acc Pac, Great Plains, Peachtree, QuickBooks and Solomon
- Accounting report writer: FRx Reporting and use of Crystal reports.
- SharePoint.

## PROFESSIONAL EXPERIENCE

**Controller** **01/2016 to present**  
*One Sky Community Services Portsmouth, NH*

- Accounting and Financial Management.
- Contract Management.
- Risk Management.
- Banking
- Asset Management.
- Supervisory

**10/2014-12/2015**

**Senior Accountant/Analyst**  
*One Sky Community Services Portsmouth, NH*

- Financial Manager for in-house Vendor.
- Supervise Financial Systems Administrator.
- Same responsibilities as Accountant/Analyst from below.

**01/2009-10/2014**

**Accountant/Analyst**  
*One Sky Community Services Portsmouth, NH*

- Compile financial reports: Balance Sheet, Profit and Loss Statement and General Ledger detail.
- Process Accruals, Recurring and Adjusting Journal entries for Month End and Year End closing.
- Maintain and track allowable State Grant Fund Expenditures.
- Post Bi-weekly Payroll and reclass any payroll discrepancies if necessary.
- Review and approve Budgets for contract approval.
- Reconcile Balance Sheet accounts and Individualized Family Expenses and Revenues.
- Assist CFO with Budget preparation.

- Assist outside Audit Firm with annual Audit.
- Update and maintain a balanced budget when changes occur.
- Process, track and update Medicaid changes in the Budget Tracking System, General Ledger, billing and Medicaid systems.
- Maintain the Agency's accounting software including the report writer.
- Investigate opportunities to improve Agency effectiveness and proposed new policies and procedures to support those efforts.

**04/2008-01/2009**

**Grants Accountant**

***Nonpublic Educational Services, Inc. Salem, MA***

- Applied for new charter school Grant if qualified for and created grant applications.
- Maintained and tracked allowable Federal Grant and State Fund Expenditures through proper General Ledger account allocations.
- Ensured correct charter school back-up paperwork was in compliance with Federal and State regulations.
- Assisted school directors with budget preparation and maintaining a zero balance budget.
- Created Journal entries and analyzed financials.
- Compiled Grant reports in a timely and accurate manner.
- Reviewed Purchase Orders for approval.
- Investigated opportunities to improve and propose new policies and procedures to meet Federal and State regulations.

**04/2005-04/2008**

**Accountant/Analyst**

***Community Bridges Bow, NH***

- Compiled financial reports: Balance Sheet, Profit and Loss Statement, and Statement of Cash Flow, Cash Flow forecasting and General Ledger detail.
- Processed Accruals, Recurring and Adjusting Journal entries for Month End and Year End closing.
- Analyzed general ledger accounts, vendor contracts and budgets.
- Assisted CFO and Department heads with Budget preparation.
- Updated and maintained a balanced budget when changes occurred.
- Processed, tracked and updated Medicaid changes in the General Ledger, billing and Medicaid systems.
- Maintained the Agency's accounting software including the report writer.
- Investigated opportunities to improve Agency effectiveness and proposed new policies and procedures to support those efforts.

**04/2004-04/2005**

**Staff Accountant**

***Ocean Hospitalities Inc. Portsmouth, NH  
(Sister company of OPL below)***

- Compiled financial reports: Balance Sheets, Profit and Loss Statements, Statement of Cash Flow and detail General Ledger.
- Completed and filed monthly Sales and Use Tax returns along with quarterly Occupancy tax returns.
- Processed and tracked Intercompany transfers.
- Managed all cash accounts: Transferred funds to Operating, Manager and Payroll accounts.
- Reconciled Bank accounts and Balance Sheet accounts.
- Cash Flow analysis.
- Processed weekly check runs.
- Created and processed Accruals, Journal entries for Month End closing.
- Reviewed Accounts Payable batches and processed weekly check runs.
- Generated Management fee invoices.

Karen McLaughlin

One Sky Community Services, Portsmouth NH

Director of Service Coordination

May 2000- Present

Oversee the management and operation of the Service Coordination department staff, all services delivery and planning activities and department budget. Assist people with intellectual disabilities or acquired brain disorders and others in need of supports to live as valued and participating members of their community.

One Sky Community Services, Portsmouth NH

Service Coordinator

July 1998- April 2000

Responsible for assisting adults with intellectual disabilities or acquired brain disorder in accessing services and resources to meet their needs; planning and service development and ensure overall compliance, quality, and cost budgeting of service delivery.

Kimi Nicholas Center, Plaistow NH

July 1992- July 1997

Program Director

Responsible for the overall development and implementation of community based day program services for individuals with intellectual disabilities. Coordination of community resources to provide volunteer, employment and recreational/social opportunities. Provide staff training and supervision and coordination of therapeutic services needed.

Long Island District Developmental Service Office, Hauppauge NY

Program Manager

March 1987- February 1990

Managed three community homes providing residential services to adults with intellectual disabilities. Responsible for program development and implementation and monitoring of all services. Supervised direct support and team leader staff. Responsible for clinical and administrative operation of the homes.

Long Island District Developmental Services Office, Hauppauge NY

Recreation Therapist

July 1984- March 1987

Coordinated community based leisure and recreational community based activities for the residents of five small community homes providing residential services for adults with intellectual disabilities. Provided assessment, program development and implementation of services.

Long Island Developmental Center, Melville NY

Recreation Therapist

November 1980- July 1984

Coordinated and developed recreational and leisure programs for large residential facility providing services to adult with intellectual and complex physical and medical disabilities. Provided assessment, development individual treatment plans and training of direct support staff.

Brattleboro Retreat, Child Adolescent Unit, Brattleboro VT

Activities Assistant

October 1979- October 1980

Assisted the development of therapeutic activities on a group and individual basis. Assisted in planning therapeutic groups. Provided patient assessment and recommendation for patient treatment and services.

Education      Lyndon State College, Lyndonville VT  
BS Therapeutic Recreation

## **A. CHRISTIAAN (CHRIS) MUNS**

### **SUMMARY**

Business and community leader with extensive private sector expertise designing and delivering human resource solutions for large and mid-size companies and public sector service as a local community organizer, elected school board member and state representative. Very energetic, with high personal performance standards; able to not only develop and present a strategic vision but willing and able to "roll up his sleeves" and deliver immediate results.

### **STRENGTHS**

- Deep understanding of how to design and use systems and technology to support decision making and organizational objectives (e.g. minimize redundancy, maximize efficiency, focus limited resources for greatest possible benefit)
- Focused expertise in the design and delivery of compensation, benefits, HRIS and talent management solutions that are in line with an organization's overall objectives (e.g. manager and director of compensation, benefits and HRIS at Raytheon, Fisher Scientific and Comverse; director of HR service center at Comverse)
- Hands-on financial management expertise (e.g. financial analyst, plant and regional controller managing P&L, balance sheet and transaction processing)
- Identify, establish, maintain and manage key personal and organizational relationships. (e.g. VP – Relationship Manager at Fidelity Investments, state representative, state senate candidate)
- Quickly identify problems and bring key stakeholders together to formulate and implement solutions that minimize risk and maximize impact (e.g. return on investment; heightened community awareness)
- Organizational skills needed to not only plan projects but to keep them moving forward.
- Community outreach including fundraising, establishing and maintaining on-line presence, preparing and distributing newsletters and organizing public policy forums.
- Media relations (blogging, monthly newspaper column, preparing press releases, answering questions from media, interviews)
- Government relations; working with leaders at school district, town, state and national levels.

### **PROFESSIONAL EXPERIENCE**

#### **ONE SKY COMMUNITY SERVICES, INC.**

**Portsmouth, NH**

*Private non-profit corporation dedicated to ensuring that individuals with developmental disabilities and acquired brain disorders are able to live independently in t*

#### **Chief Executive Officer** (April 2015 to Present)

Responsible for overall management, planning, vision and leadership for all aspects of One Sky Community Services, working closely with and responsible to the Board of Directors.

- Work in close partnership with the Board of Directors to achieve agency mission, vision, and strategic direction.
- Assure the sound management and progressive development of the organization in accordance with its mission and strategic plan;
- Oversee agency services, operations, properties, and record keeping;
- Provide leadership through advocacy, education, and facilitation of internal and external relationships;
- Ensure agency compliance with regulations related to rights and protections for individuals served;
- Ensure agency compliance with State and Federal regulations applicable to services,
- Assure the quality of and satisfaction with services being provided by Region 8 and through subcontract agencies;
- Provide thorough and timely agency reporting to the Bureau of Developmental Services;
- Work with management to prepare a budget, present it to the Board, and see that the organization operates within budget guidelines;
- Assure adequate control and accounting of all funds, including developing and maintaining sound financial practices;
- Advocate with State and Federal funding sources for adequate resources to support agency operations and address needs;
- Work to expand resources to support operations.
- Establish and maintain positive relationships with individuals and families;
- Support individuals and families in advocacy efforts and advocate on their behalf as appropriate;
- Promote community understanding, acceptance of, and support for individuals with developmental disabilities;
- Maintain good working relationships with subcontract agencies;
- Maintain on-going communication and collaboration with the Bureau and other funding sources;
- Promote One Sky's presence within our communities.

## A. CHRISTIAAN (CHRIS) MUNS

### **PROFESSIONAL EXPERIENCE (cont'd)**

#### **COMVERSE, INC.**

**Wakefield, MA**

*Leading provider of software and systems enabling value-added services for voice, messaging, mobile internet and mobile advertising; converged billing and active customer management; and IP communication.*

#### **Director, Americas HR Service Center (2011 to 2012)**

Responsible for delivering all HR services to employees of multiple business units deployed in Canada, the United States, Mexico, Brazil, Argentina and Chile.

- Re-staffed service center by recruiting and hiring Compensation Manager, Recruiting Manager, HR Generalist, HR Country Manager and U.S. Immigration Specialist.
- Managed 4 reductions in force; including detailed legal compliance reviews in the United States
- Implemented critical recruiting plan for largest business unit in the Americas Region
- Developed and presented concept for new U.S. medical plan offering and outsourced administrative solution to CFO and CEO. Project will save the company \$0.6 million over three years and significantly improve level of service.
- Driving force behind 401K Investment Committee and decision by committee to hire independent outside investment advisor.

#### **Director, Compensation & HRIS (2007 to 2011)**

- Designed, implemented and managed the Incentive Performance Plan (IPP) in 2007 for largest business unit, which was extended to entire company in 2008 as Converse Incentive Compensation Plan (CICP).
- Developed many of the training materials for CICP.
- Identified and resolved payroll related compliance issues in Chile: on-call and overtime practices throughout the Americas region.
- Implemented formal overtime policy in Argentina and the United States.
- Assisted in implementation of talent management system compensation and employment modules
- Assumed responsibility for HRIS function in February 2010
- Managed all equity (stock options and restricted stock grants) programs between October 2010 and February 2011

#### **Director, Compensation & Benefits (2005 to 2007)**

- Key member of team that completed due diligence of Kenan acquisition.
- Successfully completed integration of 900+ Kenan U.S. based population into U.S. benefits program.
- Implemented benefit plan changes that limited growth in U.S. benefits programs costs to 8% in 2006 and 6% in 2007.
- Reintroduced on-line benefits enrollment for all U.S. based employees in 2006.
- Managed stock option allocation process within the Americas region for December 2005 stock option awards.
- Spearheaded response in Americas region to numerous requests for information from internal and external auditors following disclosure of stock option administration irregularities.
- Successfully implemented global jobs classification system within the Americas Region

#### **FIDELITY INVESTMENTS**

**Marlboro, MA**

#### **Fidelity Human Resource Services Company**

*Unit of Fidelity Investments providing integrated employee benefits, stock compensation and global human resources and payroll solutions.*

#### **Vice President/Relationship Manager (1999 to 2004)**

Accountable for all facets of 9 Fortune 500 client relationships representing over 300,000 employees, \$6.1 billion in assets and \$20 million in annual revenues to Fidelity. Partnered with them to understand their HR/benefits issues and leverage Fidelity resources to help them successfully meet their business objectives.

- Developed strong relationships at the VP of HR and Treasurer/CFO levels with all clients.
- Satisfaction rating of Very Good or Excellent from 100% of senior client contacts surveyed.
- Identified and successfully negotiated opportunity to provide pension plan administration services to existing client and have client invest \$280 million in Fidelity managed investments.
- Assisted 2 clients in design of defined contribution retirement account replacement for traditional defined benefit pension plans such that there was no incremental administrative cost to them.
- Successfully re-negotiated 401(k) trustee agreement with one client that resulted in 15% increase in Fidelity operating margin without increasing recordkeeping fees to client.
- Successfully re-negotiated pension and health & welfare administrative services agreement with one client that resulted in 30% increase in ongoing revenues.
- Identified opportunities to offer Fidelity's Stock Option Administration capabilities to multiple clients

## A. CHRISTIAAN (CHRIS) MUNS

### PROFESSIONAL EXPERIENCE (cont'd)

#### **FISHER SCIENTIFIC INTERNATIONAL INC.**

**Hampton, NH**

*\$2 billion international distributor of scientific products and services. Merged with Thermo Electron in 2006 to form Thermo Fisher Scientific.*

#### **Director of Corporate Benefits (1996 to 1999)**

Responsible for the design, administration, and communication of all medical, dental, life insurance, disability, pension and defined contribution retirement programs.

- Introduced Cash Balance Pension Plan, extending basic retirement benefits and producing 4-year P&L savings of \$3.2 million (46% reduction) and cash flow savings of \$8 million.
- Integrated and consolidated group medical benefit programs following acquisition of CMS; generating 3-year P&L savings of \$8 million (16% reduction) and cash flow savings of \$5.3 million locking in increases of 8% per year between 1998 and 2000.
- Enhanced 401(k) plan by increasing number of investment options and increasing employee self-service while reducing recordkeeping/trustee fees by 55% (\$0.2 million) per year.
- Developed new employee benefit communications program, with consistent "look and feel" and message.
- Completed first ever "catalog" of international benefit offerings.
- Led multi-functional team that developed Y2K compliant HRIS solution.

#### **THE RAYTHEON COMPANY**

**Lexington, MA**

*\$19 billion manufacturer of defense and commercial electronics, business aviation and special mission aircraft, and provider of engineering and construction services.*

#### **Manager of Corporate Health and Welfare Benefits and Vendor Relations (1995 to 1996)**

Responsible for the design and administration of all medical, dental life insurance and disability benefit programs.

#### **Thomson MEDSTAT**

**Ann Arbor, MI**

*\$60 million healthcare consulting organization. Now a subsidiary of The Thomson Corporation.*

#### **Client Manager (1994 to 1995, 1990-1997)**

**Cambridge, MA & Ann Arbor, MI**

Principal point of contact between Thomson MEDSTAT and six Fortune 500 employers. Completed a variety of studies that helped clients better understand how to control group health program costs and improve their overall profitability.

#### **Thomson MEDSTAT**

#### **Manager, Database Design Center (1992 to 1994)**

**Ann Arbor, MI**

Recruited and managed 15 consultants charged with implementing strategic initiative to radically re-engineer process used to design client specific healthcare information databases.

#### **WHEELABRATOR TECHNOLOGIES**

**Hampton, NH**

*Fortune 500 environmental services company.*

#### **Director of Employee Benefits (1989 to 1990)**

**Hampton, NH**

Coordinated employee benefit planning activities for 15 refuse-to-energy plants nationwide.

#### **New England Regional Controller (1987 to 1989)**

**North Andover, MA**

Supported regional operations manager, standardized budgeting and financial reporting systems and developed business plans for centralized maintenance function and waste-collection business.

#### **Controller (1984 to 1987)**

**Corvallis, OR & Peekskill, NY**

Managed \$120 million P&L and \$250 million balance sheet, designed and implemented new systems to improve financial and operational controls, human resources administration and planning capabilities and oversaw contracts administration function.

#### **Financial Analyst (1982 to 1984)**

**Hampton, NH**

Quantified and evaluated investment potential of domestic and international alternative energy projects, including a \$250 million project financed methanol plant in southern Chile.

#### **FORD MOTOR COMPANY**

**Livonia, MI**

*International manufacturer of automobiles and automotive components*

#### **Production Planning Analyst (1977 to 1980)**

Evaluated impact of long-term car and truck development plans on component production requirements.



## **A. CHRISTIAAN (CHRIS) MUNS**

### **PUBLIC SERVICE**

#### **Candidate for New Hampshire State Senate - District 24 (2014)**

#### **New Hampshire State Representative (2012 to 2014)**

- One of four elected state representatives from Hampton, NH. Leading vote getter in November 2012 election
- Member and appointed clerk of the Commerce and Consumer Affairs Committee.
- Appointed member and chairperson of the State Retiree Health Plan Commission.
- Appointed member of Coastal Risks and Hazards Commission.
- Appointed member and chairperson of Study Committee to Examine Local Government Center (LGC)

#### **Winnacunnet Cooperative School Board Member (2012 - 2015)**

- At-large representative for the towns of North Hampton, Hampton, Hampton Falls and Seabrook, NH.
- Elected School Board Chairman in March, 2013; re-elected in March 2014.

#### **Candidate for New Hampshire State Representative (2010)**

#### **Chairman, Hampton Town Democratic Committee (2008 - Present)**

- Developed and oversaw community outreach activities including fundraising, establishing and maintaining on-line presence (web-site, social media), preparing and distributing newsletters and organizing public policy forums.
- Handled media relations (blogging, newspaper columns, preparing press releases, answering questions from media, interviews)
- Worked closely with government and political leaders (from both parties) at school district, town, state and national levels.

### **EDUCATION**

**Amos Tuck School of Business Administration, Dartmouth College, Hanover, NH**  
MBA, General Management

**Bowdoin College, Brunswick, ME**  
BA (with honors), Economics

### **OTHER**

Born in the U.S. of Dutch parents. Lived in The Netherlands and the UK for 9 years. Knowledge of Dutch and German.

## **Tina A. Holmes**

### **SUMMARY OF QUALIFICATIONS**

- Office administration experience.
- Reputation for providing outstanding work while maintaining deadlines, budgets and quality of work.
- Excellent organizational and communication skills with attention to detail and effective multi-tasking.

### **EXPERIENCE**

**One Sky Community Services, Inc.** Portsmouth, NH  
**(Formerly, Community Developmental Services, Inc.)**

2002-Present

**Director of Administrative Support Services**

- Provides direct support to the Chief Executive Officer and Controller
- Agency liaison to IT support.
- Supervises all support staff, including recruiting, interviewing, and hiring.
- Works with the Board of Directors, organizing meetings and taking minutes
- Primary contact for office, screens calls and greets visitors, takes messages, schedules appointments and manages appointment calendars, answers or directs inquiries and complaints as appropriate
- Manages all aspects of office operations and coordinates with other managers within the agency.
- Performs clerical duties of office; prepares correspondence and reports, makes copies, sends faxes and e-mails, distributes mail.
- Maintains state standards and agency policy manuals.
- Develops and coordinates agency fundraising activities.
- Conducts training and informational workshops for both staff and collaborating agencies.
- Arranges all workshops/conferences and travel for all managers of the agency.

### **EDUCATION**

**Bachelor of Arts** magna cum laude  
Franklin Pierce College, Rindge, NH

### **PROFESSIONAL AFFILIATIONS**

Notary Public State of New Hampshire  
National Notary Association Member

References furnished upon request

Michelle Whisnant

**Objective:**

To acquire a challenging career utilizing the opportunity to offer proven and developing skills within the company.

**Employment History**

**11/2016 - Present                      Director of Compliance**

One Sky Community Services, Inc.

Serve as the Chief Compliance Officer for the organization. Coordinate activities related to Compliance; Quality Assurance and Improvement; and Human Rights Protection to assure high quality services to individuals and families.

**9/2015 – 11/2016                      Quality Improvement Administrator**

One Sky Community Services, Inc.

Serve as the Chief Compliance Officer for the organization. Work with the Chief Executive Officer and others to identify and engage in activities intended to improve the quality of services and supports provided through One Sky and through subcontractors. Familiarity with all applicable local, state and federal regulations. Track and review complaints, state certifications, incident reports and other data and disseminate information to improve quality of services. Oversee information gathering for compliance related audits. Chair various committees (Human Rights, Workplace Improvement Program, Board Quality Assurance and CSNI)

**1/2014 – 9/2015                      Quality Improvement Specialist**

One Sky Community Services, Inc.

Portsmouth/NH

Work with Associate Director and others to identify and engage in activities intended to improve the quality of services and supports provided through One Sky and through subcontractors. Process, track and review complaints, state certifications, incident reports and other data. Oversee information gathering for compliance related audits. Participate in varied committees (HRC, RISE, IT Users, Board QA and CSNI). Provide backup to Associate Director as required.

**1/2010 – 1/2014                      Senior Administrative Assistant for Quality Improvement**

One Sky Community Services, Inc.

Portsmouth/NH

Provide support to the Director and Department Managers to insure compliance with state regulations. Receive, track, review for accuracy/compliance, and process follow through for certification documentation including applications, waivers, certification reviews,

responses and program changes/closures as directed by the program manager. Maintain consumer files, service provider documentation and general office duties.

**9/2006- 6/2009**

**Administrative Assistant to Chief Compliance Officer**

Lincoln Financial Group

Concord/NH

Provided support to multiple groups. Responsible for varied aspects of monthly, quarterly and year-end reporting. Support and monitor mutual funds compliance restrictions, sub-advisor policies and procedures, due diligence materials, external and internal audits for SEC/NASD and written supervisory procedures. Responsible for records maintenance and retention, managing supplies and coordination of travel. Coordinate expense payments and support budget reconciliation.

**12/1998 - 12/2003**

**General Manager**

Misty Meadows Herbal Center

Lee/NH

Experienced small business manager with abilities ranging from personnel management, hiring and termination, payroll and taxes, bookkeeping for varied business and personal accounts, created and maintained store inventory database, customer service, ordering and created and maintained company website.

**Education**

Northeastern University – 1990 Foreign Languages (Russian and German)

**Volunteer**

Natural Resource Steward – 2012 – Present

As a Natural Resource Steward (NRS) I have volunteered over 600 hours. With this program I have hosted walks to talk about the New England Cottontail Project, assistant of 2013/14 NRS class taught through Great Bay Community College, designed PowerPoint presentations, updated the NRS website as well as taken on many smaller projects as needed.

## PROFILE

### ***Demonstrated Human/Social Services Program Management Experience Encompassing:***

- Enthusiasm, dedication and strong desire to have a positive impact in the field of social services
- Keen understanding of the government funding processes vital to the success of social programs
- Acting as an effective liaison between clients, referral sources and other community partners with the goal of providing the strong advocacy, crisis intervention and long term support needed to assist individuals with developmental disabilities to live as valued members of their communities
- Excellent organizational skills with the capacity to handle numerous projects simultaneously
- Direct staff supervision, budgeting and sub-contractor negotiations with a proven track record of minimizing costs while ensuring the consistent, high-quality delivery of services to a large multi-cultural constituency

## SUMMARY OF QUALIFICATIONS

### **Experienced Administrator With Experience In:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Staff Supervision &amp; Training<br/>Strategic Planning</li><li>• Contract Negotiation / Minimizing Costs<br/>Facilitation</li><li>• Person Centered Planning/Consumer<br/>Directed Services      Workforce<br/>Development</li><li>• Delicate Budget Balancing To Maintain<br/>Government Entitlements      - Public<br/>Funding Streams</li><li>• Compliance With State &amp; Federal<br/>Regulations      - Multi-Disciplinary<br/>Team Approaches</li><li>• Experienced ABA Clinician With Expci</li></ul> | <p>Use In::</p> <ul style="list-style-type: none"><li>• Crisis Intervention / Conflict Resolution<br/>Clinical Staff Supervision</li><li>• Cultural Competency      ABA Teaching<br/>Strategies</li><li>• Staff &amp; Family Training      Family Support</li><li>• HIPPA Laws / Maintaining Trust &amp;<br/>Confidentiality      . Multi-Disciplinary<br/>Team Strategies</li><li>• Developing Rapport With Referral<br/>Agencies      • Public Relations</li></ul> |
|--|--|

## PROFESSIONAL EXPERIENCE

*Director of Family Support Services* 1995-Present

One Sky Community Services, Inc. Portsmouth, NH

### *Key Accomplishments Include:*

- Successfully administered a \$2 million federally funded entitlement program that identified at-risk infants to ensure the provision of necessary treatments and therapies
- Developed and implemented a consumer directed In-Home Support and Respite Program for families caring for a member with a developmental disability in their home
- Eliminated budget deficit by creating Medicaid billable case management and re-negotiating vendor contracts
- Oversaw a multi-million dollar budget to serve over 600 families in Rockingham County, New

Lenore A. Sciuto

Hampshire

- Effective liaison with medical, psychological, educational and protective service providers

***Clinician / Family Support Services 1982-1995 Fidelity House, Inc., Lawrence, MA  
Haverhill/Newburyport Human Services, Inc., West Newbury,***

**The Psychological Center, Inc., Lawrence, MA**      *Key Accomplishments Include:*

- Participated in developing a Family Support pilot program in Massachusetts
- Provided clinical consultation to long-term care settings including: ICF-MRs, community residences, sheltered workshops and secure facilities
- Provided on-going care to individuals with developmental disabilities, traumatic brain injuries and dual MR/MR diagnoses

## **EDUCATION**

***Worked Toward Master of Science-Applied Behavioral Analysis***

**Concentration-Clinical Psychology (Completed All Requirements Except the Dissertation)**

**Northeastern University, Boston, MA**

***Course Work - Humanities / Department of Social Services***

**London Polytechnic Institute, London, England**

***Bachelor of Arts-Sociology/Psychology***

**Emmanuel College, Brookline, MA**

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** One Sky Community Services, Inc.

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

<b>BUDGET PERIOD:</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>
Abraham C. Muns - Chief Executive Officer	\$130,000	0.00%	\$0.00
Josh Gehling - Clinical Director	\$66,950	0.00%	\$0.00
Karen McLaughlin - Director of Service Coordination	\$66,364	0.00%	\$0.00
Rocco van der Merwe - Controller	\$63,550	0.00%	\$0.00
Lenore Sciuto - Senior Policy Advisor	\$59,450	0.00%	\$0.00
Tina Holmes - Director of Administration	\$47,476	0.00%	\$0.00
Michelle Whisnant - Director of Compliance	\$40,207	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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-05)

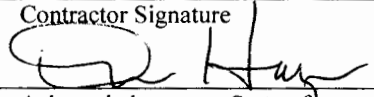
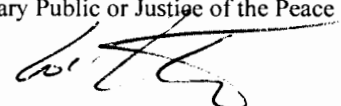
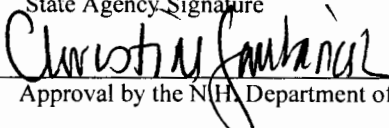
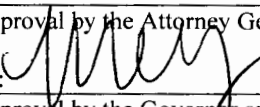
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene NH 03431	
1.5 Contractor Phone Number 603-352-1304 ext 262	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$3,195,373
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dan Hayes, PRESIDENT	
1.13 Acknowledgement: State of _____, County of _____  On <u>MAY 15, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 		<b>JOEL D. FITZPATRICK, Notary Public</b> <b>My Commission Expires August 14, 2018</b>	
1.13.2 Name and Title of Notary or Justice of the Peace JOEL Fitzpatrick, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christina Santanello, BDS Director	
1.16 Approval by the NH Department of Administration, Division of Personnel (if applicable)  By: _____ Date: <u>5/17/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  Megan Ayala-Attorney On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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Date 5/15/17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials   JGL    
Date   5/15/17



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to

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Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services

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2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.

*[Handwritten Signature]*

*[Handwritten Date: 5/15/17]*



## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start



date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

- 2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.
- 2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

- 2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.
- 2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

- 2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:
  - 2.10.1.1. Complete intake processing
  - 2.10.1.2. Determine eligibility for and types of services
  - 2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section
- 2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

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## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.

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- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

**2.13. No Wrong Door System**

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;

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- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

**2.14. Complaint Investigation**

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

**2.15. Maintenance of Fiscal Integrity**

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

2.15.2.1. Days of Cash on Hand

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- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

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- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four

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(24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.



## Scope of Services: Detailed Service Descriptions

### 1. Provisions Applicable to All Services in Exhibit A-1

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.

1.3.2. The Contractor shall include in said report:

1.3.2.1. the name of the individual,

1.3.2.2. the last date of services for the individual,

1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and

1.3.2.4. an explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

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- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region V defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
- 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
- 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## 2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## 3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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*[Handwritten Date]*  
5/15/17





**4. Family Centered Early Supports and Services**

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
352

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
- 4.7.3. All staff will have training at least annually in procedural safeguards.
- 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
  - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
  - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
  - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
  - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
  - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
  - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



**5. Family Support Services**

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
330	0	65227	175	155

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

**6. In-Home Support Services**

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



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## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 17 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 603 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 18 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to

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5/10/17



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract.

Contractor Initials DSH  
Date 5/15/17

# Exhibit A-2 Monadnock Developmental Services, Inc.

Detailed Service	Service Group	Individuals	Service Units
<b>Community Support/Independent Living</b>			
	Community Support Services	59	88506
<b>Community Participation Services</b>			
	Day	112	407851
	SEP	70	146992
<b>In Home Support Services</b>			
	In Home Supports	35	425
<b>Residences Which May Also Provide Community Participation Services</b>			
	Day	109	464726
	Residential	115	33223
<b>Residential Services</b>			
	Residential	60	17485
<b>Services to Persons With Acquired Brain Disorders</b>			
	Day	18	74007
	Residential	20	5699
	Consolidated Services	1	12
<b>Participant Directed and Managed Services</b>			
	Consolidated Services	68	806





Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified

Contractor Initials: *JSLK*  
Date: *5/12/17*



Exhibit B

in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
  - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:

Contractor Initials: *JCH*  
Date: *5/15/19*



Exhibit B

- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
- 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
- 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

7. Allocation of Funding

- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.**  
The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

Contractor Initials: *DSG*  
Date: *5/15/17*



**SPECIAL PROVISIONS**

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

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

*[Handwritten Signature]*  
5/15/17



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

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

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

JHT  
5/15/17

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



more employees, it will maintain a current 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

KH  
5/15/17



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

Contractor Initials JK  
Date 5/10/17



**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.

*[Handwritten initials]*

*[Handwritten date: 5/15/17]*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

BH  
5/15/17

New Hampshire Department of Health and Human Services  
Exhibit D



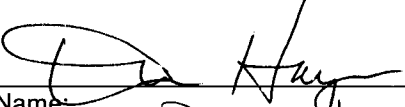
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

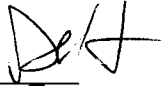
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Contractor Name:

5/15/17  
Date

  
Name:  
Title: Don Hayes  
President

Contractor Initials   
Date 5/15/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/15/17  
Date

[Signature]  
Name: Dan Longes  
Title: President

Exhibit E – Certification Regarding Lobbying

Contractor Initials DL  
Date 5/15/17



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials SH  
Date 5/15/17



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

5-15-17  
Date

Don Hayes  
Name: Don Hayes  
Title: President

Contractor Initials DH  
Date 5/15/17



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

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

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

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

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

Exhibit G

Contractor Initials

*DSH*

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

Date

*5/15/17*



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

5-15-17  
Date

*Don Hayes*  
Name:  
Title: *Don Hayes  
President*

Exhibit G

Contractor Initials *DRH*

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

Date *5/15/17*



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**


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

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

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

Contractor Name:

5-15-17  
Date

  
\_\_\_\_\_  
Name:  
Title: Dan Hayes  
President

Contractor Initials DH  
Date 5/15/17



Exhibit I

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

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

**(1) Definitions.**

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

*PEH*

*5/12/17*



Exhibit I

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

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

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

2814  
5/15/14



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

SPH  
5/15/17



Exhibit I

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

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

*[Handwritten Signature]*

*5/15/17*



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*JS/6*  
Date 5/15/11



Exhibit I

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

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

Department of Health and Human Services  
The State

Cristina Santanello  
Signature of Authorized Representative

Cristina Santanello  
Name of Authorized Representative

Director, BDS  
Title of Authorized Representative

5/17/17  
Date

Don Hayes  
Name of the Contractor Manadness Developmental Services Inc.

Don Hayes, President  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

5/15/17  
Date





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

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

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

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

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

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

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

Contractor Name:

5-15-17  
Date

[Signature]  
Name:  
Title: Dan Hayes  
President

Contractor Initials W/H  
Date 5/15/17



FORM A

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

1. The DUNS number for your entity is: 158556217
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

Contractor Initials DEH  
Date 5/15/17

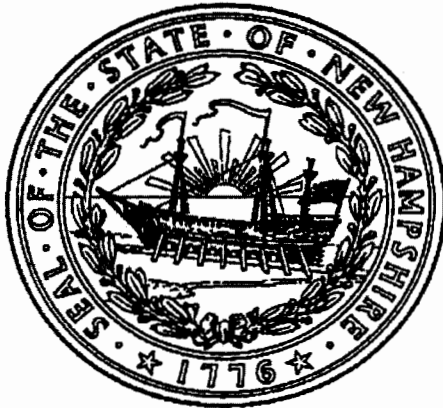
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 69358



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Beth Provost, do hereby certify that:

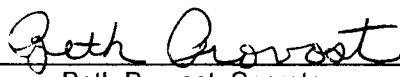
1. I am a duly elected Officer of Monadnock Developmental Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 15, 2017:

**RESOLVED:** That the President of the Board of Directors:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of May, 2017.

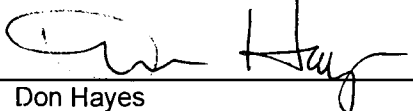
4. Don Hayes is the duly elected President of the Board of Directors of the Agency.

  
Beth Provost, Secretary

STATE OF NH

County of Cheshire

The forgoing instrument was acknowledged before me this 15th day of May, 2017,

By   
Don Hayes

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/14/18

**JOEL D. FITZPATRICK, Notary Public**  
**My Commission Expires August 14, 2018**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2017

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company	NAIC # 0
INSURED Monadnock Developmental Serv 121 Railroad Street Keene NH 03431	MONADNOCKDEVELO	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                                      **CERTIFICATE NUMBER: 1917098495**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1508212	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1508212	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB544168	7/1/2016	7/1/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2017

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

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

<b>PRODUCER</b> Wieczorek Insurance 166 Concord St.  Manchester NH 03104		<b>CONTACT NAME:</b> Tonja Kendall, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 668-3311 <b>E-MAIL ADDRESS:</b> Tonja@wizinsurance.com <b>FAX (A/C, No):</b> (603) 352-6707	
<b>INSURED</b> Monadnock Developmental Services, Inc. 121 Railroad Street  Keene NH 03431		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Great Falls Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 17-18 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Excl: Michael Forrest & Donald Hayes WCD0937540017 Cov A: NH	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

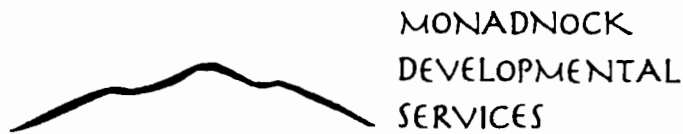
State of New Hampshire  
 Dept. of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

R Wieczorek/TONJA

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MONADNOCK  
DEVELOPMENTAL  
SERVICES

## MDS Mission Statement

Because we believe...

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.

*Financial Statements*

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**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND  
SUBSIDIARY**

**FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**



To the Board of Directors of  
Monadnock Developmental Services, Inc. and Subsidiary  
Keene, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2016, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

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

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

### **Auditors' Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the 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 Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2016, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2015 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 11, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

**Other Matter**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of functional revenues on page 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Leone, McDonald & Roberts  
Professional Association*

November 22, 2016  
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

**ASSETS**

	<b>Monadnock Developmental Services, Inc.</b>	<b>Railroad Street Mill, Inc.</b>	<b>Eliminations</b>	<b>Consolidated Totals 2016</b>	<b>Consolidated Totals 2015</b>
Cash and equivalents	\$ 594,598	\$ 157,825	\$ -	\$ 752,423	\$ 1,914,106
Client funds	151,577	-	-	151,577	102,156
Accounts receivable:					
Medicaid	2,547,163	-	-	2,547,163	1,152,212
Medical insurance	25,000	-	-	25,000	-
Other, net of allowance of \$24,227	81,940	2,174	-	84,114	133,383
Prepaid expenses	164,067	1,258	-	165,325	131,737
Deposits	11,585	-	-	11,585	11,535
Property and equipment, net of accumulated depreciation	1,455,432	2,797,734	-	4,253,166	4,449,174
Loan reserves	-	104,607	-	104,607	87,399
Investment in insurance captive	85,663	-	-	85,663	55,439
	<u>\$ 5,117,025</u>	<u>\$ 3,063,598</u>	<u>\$ -</u>	<u>\$ 8,180,623</u>	<u>\$ 8,037,141</u>

**LIABILITIES AND NET ASSETS**

**LIABILITIES**

Client funds	\$ 151,577	\$ -	\$ -	\$ 151,577	\$ 102,156
Accounts payable	1,104,842	25,203	-	1,130,045	1,271,574
Accrued salaries and wages and related expenses	642,600	-	-	642,600	641,176
Other accrued expenses	7,261	15,270	-	22,531	20,023
Refundable advances	131,730	-	-	131,730	166,129
Notes payable	565,634	2,806,153	-	3,371,787	3,546,721
	<u>2,603,644</u>	<u>2,846,626</u>	<u>-</u>	<u>5,450,270</u>	<u>5,747,779</u>

**NET ASSETS**

Unrestricted:					
Board designated	530,212	-	-	530,212	478,725
Other unrestricted	1,929,563	216,972	-	2,146,535	1,762,031
Temporarily restricted	53,606	-	-	53,606	48,606
	<u>2,513,381</u>	<u>216,972</u>	<u>-</u>	<u>2,730,353</u>	<u>2,289,362</u>
Total net assets	<u>2,513,381</u>	<u>216,972</u>	<u>-</u>	<u>2,730,353</u>	<u>2,289,362</u>
Total	<u>\$ 5,117,025</u>	<u>\$ 3,063,598</u>	<u>\$ -</u>	<u>\$ 8,180,623</u>	<u>\$ 8,037,141</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Monadnock Developmental Services, Inc.</b>	<b>Railroad Street Mill, Inc.</b>	<b>Eliminations</b>	<b>Consolidated Totals 2016</b>	<b>Consolidated Totals 2015</b>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>					
<b>Revenues and Support</b>					
Medicaid	\$ 25,399,506	\$ -	\$ -	\$ 25,399,506	\$ 24,601,346
Other program fees	735,886	-	-	735,886	816,460
State of New Hampshire - DDS	581,470	-	-	581,470	206,196
Residential fees	386,371	-	-	386,371	449,295
Rental income	132,349	375,638	(210,893)	297,094	330,693
Client resources	265,821	-	-	265,821	350,845
Grants	139,261	-	-	139,261	101,430
United Way	38,250	-	-	38,250	38,250
Vocational rehabilitation fees	37,174	-	-	37,174	38,523
Contributions and other public support	25,320	-	-	25,320	18,663
Production/service income	7,220	-	-	7,220	45,236
Investment income	1,827	94	-	1,921	1,273
Gain on sale of assets	-	-	-	-	28,212
Local education	-	-	-	-	5,951
Other income	69,711	-	-	69,711	75,966
<b>Total unrestricted revenues and support</b>	<u>27,820,166</u>	<u>375,732</u>	<u>(210,893)</u>	<u>27,985,005</u>	<u>27,108,339</u>
<b>Expenses</b>					
<b>Program services</b>					
Service Coordination	1,607,333	-	(73,813)	1,533,520	1,640,072
Family support	572,897	-	(27,416)	545,481	532,066
Subcontracted area agency program services	14,962,838	-	-	14,962,838	14,598,647
In house area agency program services:					
ISO	5,356,965	-	(48,505)	5,308,460	5,574,319
PDMS	2,275,672	-	-	2,275,672	2,281,445
Non DDS funded programs:					
MCST	484,807	-	-	484,807	419,384
Other Non DDS funded programs	609,047	-	-	609,047	785,373
Railroad Street Mill, Inc.	-	319,760	-	319,760	326,923
<b>Supporting services</b>					
General management	1,570,588	-	(61,159)	1,509,429	1,530,213
<b>Total expenses</b>	<u>27,440,147</u>	<u>319,760</u>	<u>(210,893)</u>	<u>27,549,014</u>	<u>27,688,442</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>	380,019	55,972	-	435,991	(580,103)
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS</b>					
Contributions	5,000	-	-	5,000	-
<b>CHANGE IN NET ASSETS</b>	385,019	55,972	-	440,991	(580,103)
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>2,128,362</u>	<u>161,000</u>	<u>-</u>	<u>2,289,362</u>	<u>2,869,465</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 2,513,381</u>	<u>\$ 216,972</u>	<u>\$ -</u>	<u>\$ 2,730,353</u>	<u>\$ 2,289,362</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUSIDIARY**

**CONSOLIDATING STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Monadnock Developmental Services, Inc.</u>	<u>Railroad Street Mill, Inc.</u>	<u>Eliminations</u>	<u>Consolidated Totals 2016</u>	<u>Consolidated Totals 2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Changes in net assets	\$ 385,019	\$ 55,972	\$ -	\$ 440,991	\$ (580,103)
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	158,609	78,462	-	237,071	250,252
Gain on sale of assets	(700)	-	-	(700)	(28,212)
Loss on sale of assets	-	-	-	-	260,316
Imputed interest on long term debt	-	13,170	-	13,170	13,170
Forgiveness of other long term liabilities	-	-	-	-	(10,000)
Decrease (increase) in assets:					
Accounts receivable - Medicaid	(1,394,951)	-	-	(1,394,951)	204,476
Accounts receivable - medical insurance	(25,000)	-	-	(25,000)	-
Accounts receivable - Other	51,443	(2,174)	-	49,269	13,930
Prepaid expenses	(32,869)	(719)	-	(33,588)	(38,344)
Deposits	(50)	-	-	(50)	3,950
Investment in insurance captive	(30,224)	-	-	(30,224)	(12,711)
Increase (decrease) in liabilities:					
Accounts payable	(122,264)	(19,265)	-	(141,529)	138,623
Accrued salaries, wages and related expenses	1,424	-	-	1,424	13,254
Other accrued expenses	2,538	(30)	-	2,508	(26,815)
Refundable advances	(34,399)	-	-	(34,399)	(41,123)
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(1,041,424)</u>	<u>125,416</u>	<u>-</u>	<u>(916,008)</u>	<u>160,663</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Additions to property and equipment	(41,063)	-	-	(41,063)	(60,158)
Increase in loan reserves	-	(17,208)	-	(17,208)	(17,204)
Proceeds from the sale of assets	700	-	-	700	201,180
<b>NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES</b>	<u>(40,363)</u>	<u>(17,208)</u>	<u>-</u>	<u>(57,571)</u>	<u>123,818</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Proceeds from long term borrowings	-	-	-	-	158,400
Repayment of long term debt	(127,972)	(60,132)	-	(188,104)	(406,465)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(127,972)</u>	<u>(60,132)</u>	<u>-</u>	<u>(188,104)</u>	<u>(248,065)</u>
<b>NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS</b>	(1,209,759)	48,076	-	(1,161,683)	36,416
<b>CASH AND EQUIVALENTS - BEGINNING OF YEAR</b>	<u>1,804,357</u>	<u>109,749</u>	<u>-</u>	<u>1,914,106</u>	<u>1,877,690</u>
<b>CASH AND EQUIVALENTS - END OF YEAR</b>	<u>\$ 594,598</u>	<u>\$ 157,825</u>	<u>\$ -</u>	<u>\$ 752,423</u>	<u>\$ 1,914,106</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>					
Cash paid for interest	<u>\$ 27,794</u>	<u>\$ 112,764</u>	<u>\$ -</u>	<u>\$ 140,558</u>	<u>\$ 148,617</u>

See Notes to Financial Statements

MCNADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency PDMS Program	Total DDS Funded	MCSI	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2016 Total	Eliminations	Consolidated Totals 2016	Consolidated Totals 2015
Salaries and wages	\$ 899,596	\$ 1,016,618	\$ 272,354	\$ -	\$ 2,681,262	\$ 609,028	\$ 5,483,850	\$ 253,152	\$ 302,930	\$ -	\$ 556,082	\$ 6,039,132	\$ -	\$ 6,039,132	\$ 5,608,740
Employee benefits	121,657	216,749	29,221	-	763,491	46,978	1,121,116	81,230	61,167	-	142,397	1,263,513	-	1,263,513	1,235,784
Payroll taxes	53,902	73,498	23,079	-	191,167	37,401	379,147	19,704	26,008	-	45,712	424,859	-	424,859	403,866
Family provider services	-	-	56,505	-	769,172	800,880	1,626,565	-	-	-	-	1,626,565	-	1,626,565	2,019,468
Respite care	-	-	149,981	-	41,014	71,535	262,330	-	-	-	-	262,330	-	262,330	327,460
Client treatment and care	-	17,615	6,664	38,763	133,786	52,987	249,825	228	-	-	228	250,053	-	250,053	247,400
Accounting fees	31,200	-	-	-	-	-	31,200	-	-	-	-	31,200	-	31,200	42,016
Legal fees	24,628	-	-	-	-	-	24,628	-	-	-	-	24,628	-	24,628	17,555
Other professional fees	68,935	73,943	2,504	-	14,774	1,542	159,698	856	20,767	13,678	34,701	194,399	-	194,399	212,623
Subcontractors	-	(20)	-	13,910,630	218,405	-62,861	15,591,876	98,731	-	2,869	101,620	15,693,496	-	15,693,496	15,239,470
Staff development	3,663	1,916	650	-	24,573	3,706	34,408	5,005	1,428	-	6,433	40,841	-	40,841	42,122
Rent	61,466	101,229	-	-	146,165	32,400	341,260	-	30,815	-	30,815	372,075	(2,108,933)	161,162	246,728
Mortgage payments	-	-	-	-	12,368	-	12,368	-	-	-	-	12,368	-	12,368	18,402
Utilities	4,372	7,226	-	-	39,327	-	50,925	-	-	41,323	72,152	123,087	-	123,087	176,387
Repairs and maintenance	-	-	-	-	1,317	150	1,576	-	20,323	17,865	47,808	40,384	-	49,394	56,389
Property taxes	-	-	-	-	15,757	-	15,757	-	1,000	29,872	30,872	46,629	-	46,629	48,206
Other occupancy costs	-	-	-	-	5,782	90	5,872	-	4,770	-	4,770	10,642	-	10,642	15,673
Hire modifications	-	-	-	-	-	-42,694	42,694	-	-	-	-	42,694	-	42,694	97,502
Office supplies	9,557	12,238	408	-	8,413	891	31,605	2,491	837	-	3,328	34,933	-	34,933	44,699
Building supplies	1,083	1,767	774	-	14,404	4,947	22,975	74	7,028	-	7,052	30,027	-	30,027	32,901
Client consumables	-	-	7,923	-	57,804	11,688	77,415	-	1,350	-	1,350	78,765	-	78,765	84,175
Medical supplies	-	-	-	-	39	-	39	-	-	-	-	39	-	39	9,024
Production supplies	-	-	-	-	4,789	2,028	6,817	-	-	-	-	6,817	-	6,817	11,527
Computer supplies	2,673	2,537	-	-	1,695	1,958	14,023	679	700	-	1,379	15,402	-	15,402	6,431
Equipment rental	3,350	6,721	-	-	5,155	2,060	17,304	-	-	-	-	17,304	-	17,304	21,155
Equipment maintenance	162	298	-	-	128	-	558	-	-	-	-	558	-	558	9,973
Depreciation expense	158,609	(1,273)	-	-	-	-	158,609	-	-	78,462	78,462	237,071	-	237,071	250,252
Advertising	1,004	2,902	643	-	15,364	2,334	14,445	979	102	-	1,081	15,525	-	15,525	13,565
Printing	7,565	13,309	2,052	-	2,208	1,682	8,242	444	3,901	-	4,345	12,587	-	12,587	8,609
Telephone	7,910	8,123	-	-	34,641	6,802	61,480	1,203	2,638	-	3,731	68,220	-	68,220	75,080
Postage	6,747	35,884	24,857	-	6,535	74	18,560	157	1,292	-	1,449	19,999	-	19,999	20,061
Transportation	-	3,622	-	324	165,545	76,499	305,826	18,401	38,868	-	57,269	303,095	-	303,095	367,572
Assistance to individuals	20,214	18,921	-	13,121	22,093	943	75,592	-	21,062	23,173	44,235	119,827	-	119,827	106,379
Insurance	1,005	-	-	-	5,370	-	6,375	-	21,419	112,764	134,183	140,558	-	140,558	148,517
Interest expense	-	-	-	-	3,317	1,584	65,517	1,523	282	344	2,119	87,636	-	87,636	322,692
Other expenses	80,373	737	6	-	3,317	1,584	65,517	1,523	282	344	2,119	87,636	-	87,636	322,692
<b>Total functional expenses</b>	<b>\$ 1,570,968</b>	<b>\$ 1,697,433</b>	<b>\$ 572,897</b>	<b>\$ 1,962,838</b>	<b>\$ 5,356,265</b>	<b>\$ 2,225,672</b>	<b>\$ 26,240,293</b>	<b>\$ 493,807</b>	<b>\$ 699,047</b>	<b>\$ 319,769</b>	<b>\$ 1,413,614</b>	<b>\$ 27,759,907</b>	<b>\$ (210,803)</b>	<b>\$ 27,549,104</b>	<b>\$ 27,888,452</b>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY**

**NOTES TO CONSOLIDATING FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

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

**General**

Monadnock Developmental Services, Inc. (MDS) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

**Principles of Consolidation**

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of the Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

**Basis of Accounting**

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

**Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2016 and 2015, the Organization had unrestricted and temporarily restricted net assets.

### **Accounting Estimates**

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

### **Contributions**

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

### **Comparative Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

### **Property and Depreciation**

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property, plant and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.



Property, plant and equipment consisted of the following at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Land, buildings and improvements	\$ 5,567,135	\$ 5,565,135
Vehicles	712,555	683,309
Equipment	506,709	496,892
Furniture	<u>147,583</u>	<u>147,583</u>
	6,933,982	6,892,919
Less accumulated depreciation	<u>(2,680,816)</u>	<u>(2,443,745)</u>
Property, net	<u>\$ 4,253,166</u>	<u>\$ 4,449,174</u>

Depreciation expense for the years ended June 30, 2016 and 2015 was \$237,071 and \$250,252, respectively.

#### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

#### **Accrued Earned Time**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

#### **Income Taxes**

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations' are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

#### **Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

#### **Advertising**

The Organization expenses advertising costs as incurred.

### **Functional Allocation of Expenses**

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

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

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

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

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

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

At June 30, 2016 and 2015, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

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

## **2. CONCENTRATION OF CREDIT RISK**

The Organization maintains several of its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 as of June 30, 2016 and 2015. At June 30, 2016 and 2015, the uninsured balances aggregated \$639,647 and \$1,659,414, respectively.

## **3. INVESTMENT IN INSURANCE CAPTIVE**

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group

Captive (Roundstone). The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organizations' participant investment into the captive insurance program amounted to \$85,663 and \$55,439, respectively at June 30, 2016 and 2015. As of June 30, 2016, the Organization's insurance agreement with Roundstone ended, and the Organization entered an agreement with a new group captive, Hamilton EmCap Program, as of July 1, 2016.

4. **DEMAND NOTE PAYABLE**

For the years ended June 30, 2016 and 2015, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2016 and 2015 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2016 and 2015, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

5. **OTHER LONG TERM LIABILITIES**

In connection with the change in accounting treatment of First Course, the Organization had assumed responsibility for the repayment of \$30,000 to the original stakeholders in First Course. Under the terms of the original agreement, payments on the liability were set to begin on July 1, 2008. Due to the financial burden of First Course, no payments were made as of July 1, 2008. During the year ended June 30, 2015, the remaining stakeholder in First Course forgave the \$10,000 investment that they had made.

6. **LONG TERM DEBT**

The long term debt of the Organization consisted of the following at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
<b><u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u></b>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$460 through November of 2017. Interest is stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% at June 30, 2016 and 2015. The note is collateralized by real estate owned by the Corporation.	\$ 7,164	\$ 12,299
Mortgage note payable to a bank in monthly installments for principal and interest of \$871 through February of 2016. Interest was fixed for five years and then stated at the Wall Street Prime Rate plus .75%, adjustable yearly. This resulted in an interest rate of 4.56% at June 30, 2015. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2016.	-	5,908

Mortgage note payable to a bank in monthly installments for principal and interest of \$748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 3.50% at June 30, 2016 and 2015. The note is collateralized by real estate owned by the Organization.	115,892	120,716
5% note payable to a Corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	109,330	115,531
4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization.	48,319	51,128
Mortgage note payable to a bank in monthly installments for principal and interest of \$5,105 through July of 2016, at which time all principal and interest is due and payable. Interest is fixed for three years and then stated at the Wall Street Prime Rate plus 1.00%, adjustable yearly. This resulted in an interest rate of 4.00% at June 30, 2016 and 2015, respectively. The note is collateralized by real estate owned by the Organization.	5,035	64,660
Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 3.75%. The note is collateralized by real estate owned by the Organization.	150,645	156,147
Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.	89,532	96,715
4.50% retail installment contract payable to a bank in monthly installments for principal and interest of \$556 through August of 2016. The note is collateralized by a Company vehicle.	1,102	7,568

4.25% retail contract payable to a bank in monthly installments for principal and interest of \$1,101 through May of 2018. The note is collateralized by Company vehicles.	23,237	35,186
1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of \$970 through February of 2018. The note is collateralized by Company vehicles.	15,378	27,748
<b><u>RAILROAD STREET MILL, INC.</u></b>		
4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.	2,457,734	2,517,865
0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.	206,874	199,055
0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized real estate owned by the Organization.	<u>141,545</u>	<u>136,195</u>
	<u>\$ 3,371,787</u>	<u>\$ 3,546,721</u>

The scheduled maturities of long term debt as of June 30, 2016 were as follows:

<b><u>Year Ended June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 100,192
2018	96,738
2019	98,250
2020	102,398
2021	106,724
Thereafter	<u>2,867,485</u>
	<u>\$ 3,371,787</u>

7. **BOARD DESIGNATED FUNDS**

As of June 30, 2016 and 2015, the Board of Directors has designated funds to be used for the following:

	<u>2016</u>	<u>2015</u>
Development costs	\$ 322,317	\$ 270,830
Property maintenance and acquisitions	157,895	157,895
Client crisis	<u>50,000</u>	<u>50,000</u>
	<u>\$ 530,212</u>	<u>\$ 478,725</u>

8. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at its discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2016 and 2015 was \$102,394 and \$91,994, respectively.

9. **ECONOMIC DEPENDENCY**

The Organization's services are performed mostly within Cheshire County, New Hampshire. For each of the years ended June 30, 2016 and 2015, approximately 91% of the total support and revenue was derived from Medicaid. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 90% and 84% of the total accounts receivable balances at June 30, 2016 and 2015, respectively. The Organization has no policy for charging interest on past due accounts, not are its accounts receivable pledged as collateral, except as discussed in Note 3.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2019. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

10. **LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$372,075 and \$457,621 for the years ended June 30, 2016 and June 30, 2015, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for each of the years ended June 30, 2016 and 2015 was \$210,893.

The approximate future minimum lease payments on the above leases as of June 30, 2016 were as follows:

<b>Year Ended June 30</b>	<b>Amount</b>
2017	\$ 19,200
2018	19,200
2019	19,200
2020	19,200
2021	19,950
Thereafter	<u>89,250</u>
	<u>\$ 186,000</u>

**11. RENTAL INCOME**

For the year ended June 30, 2015 the Organization leased commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. At June 30, 2016 all leases had expired and tenants were considered at will. As a result, there are not future minimum rents to be received.

**12. CONTINGENCIES**

**Grant Compliance**

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2016.

**13. CLIENT FUNDS**

The Organization administers funds for certain consumers. As of June 30, 2016 and 2015, client funds held by the Organization were as follows:

	<b><u>2016</u></b>	<b><u>2015</u></b>
Client funds administered by the Organization	\$ <u>151,577</u>	\$ <u>102,156</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

**14. FLEXIBLE BENEFITS PLAN**

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

**15. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Non-cash investing and financing transactions:

	<u>2016</u>	<u>2015</u>
Purchase of property and equipment	\$ 41,063	\$ 62,408
Amount financed and allowances	-	(2,250)
Cash paid for property	<u>\$ 41,063</u>	<u>\$ 60,158</u>
Cash paid for interest	<u>\$ 140,558</u>	<u>\$ 148,617</u>

**16. RESTRICTIONS ON NET ASSETS**

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2016 and 2015. During the year ended June 30, 2016, the Organization received a contribution of \$5,000 restricted for the use of dental funds.

**17. DISCONTINUED OPERATIONS AND SALE OF ASSETS**

During the year ended June 30, 2011, it was determined that the First Course culinary program operated by the Organization was not economically feasible to continue, and the program ceased operations.

In connection with the closing of the program, it was determined that the book value of the assets remaining in the program exceeded their fair value. Management has adjusted the fair value of the assets to the sum of the undiscounted cash flows expected to result from the eventual disposition. This adjustment resulted in an impairment loss of \$236,508 for the year ended June 30, 2011. In addition, since the assets were being held for sale they were reclassified from property, plant and equipment to assets held for sale. During the year ended June 30, 2015, it was determined that no amounts would ever be realized from the sale of the assets, and the assets were written off, resulting in a loss of \$257,350.

In addition, during the year ended June 30, 2015, the Organization's Life Art program was closed and the remaining assets were disposed of. This resulted in a loss of \$2,966.



18. **RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

19. **SUBSEQUENT EVENTS**

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 22, 2016, the date when the financial statements were available to be issued.

MONADNOCK DEVELOPMENTAL SERVICES, INC.  
AND SUBSIDIARY

CONSOLIDATING SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency PDMS Program	Total DDS Funded	MCSI	Other Non-DDS Funded	Railroad Street Mill, Inc.	Total Non-DDS Funded	2016 Total	Eliminations	Consolidated Totals 2015	Consolidated Totals Y 2015
State of New Hampshire DDS	32,044	78,099	67,440	15,901,127	4,372,283	2,881,256	\$ 25,058,069	\$ 291,835	\$ 48,702	\$	\$ 340,537	\$ 25,399,566	\$	\$ 25,399,566	\$ 21,601,345
Residential fees				191,679	141,764	66,414	581,470					581,470		581,470	208,196
Other prog. am'ts	150	51,608	(51,467)	69,210	227,409	51,314	348,033		38,338		38,338	386,371		386,371	437,295
Grants		76,098			374,935	113,782	489,008	111,053	135,825		246,878	735,886		735,886	816,460
Rental income	30		2,400		3,883		7,413	93,183			63,163	139,261		139,261	101,430
Local education vocational rehabilitation							7,413		121,936	375,638	500,574	507,987	(210,813)	297,074	330,693
Client resources	47,058	2,422		139,359	52,813	15,639	247,311	37,174			37,174	285,821		285,821	28,523
Production/service income			5,245				5,245		1,975		1,975	7,220		7,220	359,845
Contributions and other public support	30,195					175	30,370					30,370		30,370	18,663
Unrelated party investment income	1,927		38,560				40,487					40,487		40,487	38,250
Other income	14,076	27,574	178	(22,576)	13,365		32,538	11,576	25,597	94	37,173	69,711		69,711	1,273
Gain on sale of assets															75,966
Total functional revenues	\$ 128,180	\$ 1,528,119	\$ 672,010	\$ 16,262,919	\$ 5,190,424	\$ 3,313,680	\$ 26,916,512	\$ 514,901	\$ 391,852	\$ 375,732	\$ 1,281,368	\$ 28,269,829	\$ (210,853)	\$ 27,999,005	\$ 21,081,339

<u>Name</u>	<u>Town</u>	<u>Title</u>	<u>Term Expires</u>
Cohen, Jennifer	Keene	Board Member	Nov-17
Cronin, Mickey	Chesterfield	Board Member	Nov-18
Forest, Michael	Keene	Immediate Past President	Nov-17
Hayes, Don	Keene	President	Nov-18
Jordan, Timothy	Keene	Board Member	Nov-18
Kenney, Elizabeth	Peterborough	Board Member	Nov-17
Manahan, Terry	Harrisville	Board Member	Nov-17
McGreer, Heather	Keene	Board Member	Nov-18
Provost, Beth	Keene	Secretary	Nov-17
Remillard, Adele	Jaffrey	Family Council Liason	Nov-17
Schofield, James	Keene	Vice President	Nov-17
Seligman, Sand	Keene	Board Member	Nov-18
Torelli, Manfredo	Marlborough	Board Member	Nov-17
Viles, Shelley	Keene	Treasurer	Nov-17

# Alan Greene

## Current Employment

### **Monadnock Developmental Services, Inc.**

Keene, NH

#### *Executive Director,*

Responsible for policy, planning, administering and monitoring services for all citizens with a developmental disability in New Hampshire's Region V.

## Education

### **Temple University**

Philadelphia, PA

Master's level Special Education certification

Ph.D. program in Educational Psychology (ABD)

### **Drew University**

Madison, NJ

Bachelor of Arts in Psychology

## **Mary-Anne Wisell**

### **Education**

Keene State College

Bachelor of Science May 1990

Elementary Education

### **Work Experience**

**Director of Operations** Monadnock Developmental Services, Keene, NH 2006- Present

- Supervise Service Coordination Supervisors, Nurse Trainers, Intake, START Coordinators and Human Resources
- Working with department heads and senior management to get the best performance from staff
- Create and oversee systems to monitor quality assurance in regional services
- Assist with crisis intervention, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development
- Facilitate Strategic Planning
- Participate in statewide and community
- Assist with special projects and assignments when needed

**Adult Service Coordination Supervisor** Monadnock Developmental Services, Keene, NH 2004- 2006

- Supervise 13 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed
- Coordinate caseload of 5-8 individuals; facilitate team meetings and individual needs

**Adult Service Coordinator** Monadnock Developmental Services, Keene, NH 2002-2004

- Facilitate team meetings and program development to work towards individuals' goals and dreams
- Write annual Individual Service Agreement, monthly contact notes and funding requests
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion
- Maintain contact with individuals, families, guardians and vendor agencies

### **Committee Membership**

- MDS Human Rights Committee
- MDS Budget Committee
- Monadnock Region Council for Healthier Community
- Regional NH Care Path Committee
- MDS Risk Management Committee
- Statewide Risk Management Committee
- CSNI Quality Improvement Committee
- Bureau Of Developmental Services Medication Committee

## **Director of Finance**

### **Experience**

Monadnock Developmental Services, Keene, NH

2009 to Present

#### ***Director of Finance***

Responsible for all financial operations of a \$28 million not-for-profit health & human services agency. The agency provides support services to individuals with an array of developmental disabilities and is primarily funded by Medicaid through the State of New Hampshire Bureau of Developmental Disabilities.

Primary roles include:

- Supervision of a 7 person business office and all associated functions.
- Budget responsibilities include working with staff, management and liaisons within State government to develop and approve individual program budgets and maintain those accurately within the agency master budget. Annual budget submissions are required to the State of NH.
- Contracts administration with all provider agencies and most major outside vendors including the State of New Hampshire.
- Financial risk management activities include overall budget oversight and trend analysis as well as administration over banking, insurance and property management functions.
- Financial reporting requirements include interface with staff, management and board of directors.
- Roles in management team and Budget Committee allow for input around strategic planning and overall agency direction.
- With MDS accounting department since 2006 as controller; cross trained in all business functions.

### **Education**

University of Massachusetts, Amherst, MA

# **ALISON V. SCALIA**

## **Education**

Springfield College, Springfield, MA  
Bachelor of Science May 2004  
Sports Biology Major

## **Work Experience**

### **Adult Service Coordination Supervisor** Monadnock Developmental Services, Keene, NH 2010- Present

- Supervise 10 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving.
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals.
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed.
- Coordinate caseload of 10 individuals; facilitate team meetings and individual needs.

### **Adult Service Coordinator** Monadnock Developmental Services, Keene, NH January 2008-May 2010

- Facilitate team meetings and program development to work towards individuals' goals and dreams.
- Write annual Service Plans, monthly notes and narratives for funding.
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion.
- Maintain contact with individuals, families, guardians and vendor agencies.
- Assist with special projects and assignments when needed.
- Co-coordination REACT program, active member of Safety Committee and Dance Committee.

### **High School Program Manager** Best Buddies Connecticut, New Haven, CT July 2005-July 2007

- Coordinated trainings for over 100 student leaders focusing on intellectual disabilities.
- Recruited, motivated, encouraged and trained committed volunteers to assist in running local chapters and increase personal commitment.
- Organized and led leadership development training for students with intellectual disabilities.
- Oversaw all day-to-day operations of 18 chapters within the region totaling 600 participants.
- Assisted State Director to maintain funding for half million dollar budget.
- Honored as National Employee of the Month for January 2007.

### **Direct Support Professional** Monadnock Developmental Services, Keene, NH November 2004- July 2005

- Coordinated and aided in daily living skills, socialization, and leisure activities for individuals with disabilities and intellectual disabilities in the community.
- Administered medication.

References available upon request.

**Lynn Yeiter**

**Monadnock Developmental Services, Inc.**

**Children's Service Coordination Supervisor**

**December 2007 – present**

**Responsibilities:** Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling



## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Monadnock Developmental Services, Inc.

Name of Program/Service: R5 Area Agency: DD & ABD waiver services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Alan Green, Executive Director	\$141,490	0.00%	\$0.00
Mary-Anne Wisell, Director of Operations	\$81,500	0.00%	\$0.00
Joel Fitzpatrick, Director of Finance	\$70,000	0.00%	\$0.00
Alison Scalia, Adult Service Coordination Supv.	\$53,000	0.00%	\$0.00
Lynn Yeiter, Children's Service Coordination Supv.	\$48,000	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
<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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-04)

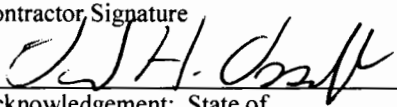

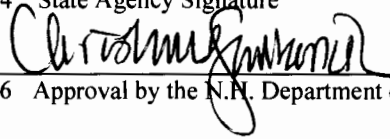
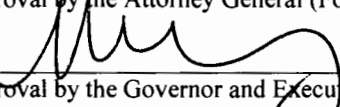
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Bridges		1.4 Contractor Address 70 Pembroke Road Concord NH 03301	
1.5 Contractor Phone Number 603-225-4153 ext 233	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date  June 30, 2018	1.8 Price Limitation  \$3,753,869
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David H. Ossoff, president BOD	
1.13 Acknowledgement: State of _____, County of _____  On <u>5/12/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     Leslie M Lampman                      Notary Public, State of New Hampshire                      My Commission Expires February 20, 2018                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Leslie Lampman			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanida, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Date: <u>5/16/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  Megan Flynn, Atty Gen Date: <u>5/20/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials J.O.  
Date 5/12/17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials   O. O.    
Date   5/22/17



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to



Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services



2.1.11. Room and Board for all Residential Services provided under this Agreement

2.1.12. Systemic, Therapeutic Assessment, Respite, and Treatment (START)

## 2.2. National Core Indicators (NCI)

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

## 2.3. Supports Intensity Scale (SIS)

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

## 2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.





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- 2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.

## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
- 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
- 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.



2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services.

## 2.8. Employment Data System (EDS)

2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.

2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

## 2.9. Budget Tracking System (BTS)

2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.

2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

## 2.10. NHLeads

2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing

2.10.1.2. Determine eligibility for and types of services

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded



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to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure



strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.

- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).



- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;
- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

#### 2.14. Complaint Investigation

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

#### 2.15. Maintenance of Fiscal Integrity

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall



be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.15.2. The Contractor agrees to financial performance standards as follows:

2.15.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service



(principal and interest) over the next twelve (12) months.

- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.



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- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.





## Scope of Services: Detailed Service Descriptions

### **1. Provisions Applicable to All Services in Exhibit A-1**

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
  - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
  - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers.
- 1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
  - 1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.
  - 1.3.2. The Contractor shall include in said report:
    - 1.3.2.1. the name of the individual,
    - 1.3.2.2. the last date of services for the individual,
    - 1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and
    - 1.3.2.4. an explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region IV defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
490

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
  - 4.7.3. All staff will have training at least annually in procedural safeguards.
  - 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
  - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
  - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
  - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
  - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



**5. Family Support Services**

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
494	0	107376	237	257

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

**6. In-Home Support Services**

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 31 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 772 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 10 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.





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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract

**13. Systemic, Therapeutic Assessment, Respite, and Treatment (START)**

- 13.1. The Contractor shall provide statewide Systemic, Therapeutic Assessment, Respite, and Treatment (START) services.
- 13.2. The Contractor shall provide a START Coordinator who will be assigned to each of the Department's ten Area Agency Contractors that will:
  - 13.2.1. Conduct an initial intake and determine eligibility for all individuals referred to the START program in accordance with the Departments laws and rules.
  - 13.2.2. Develop, for eligible individuals, an individualized crisis plan in consultation and collaboration with the individual's team.
- 13.3. The Contractor shall provide a START Center that includes three (3) beds for short term planned therapeutic respite stays of up to three to four days, and three (3) beds for emergency stays for up to thirty days. The Contractor agrees that each bedroom shall only accommodate one person.
- 13.4. The Contractor shall provide on call services during business hours defined as 8:00 am through 5:00 pm.



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- 13.5. The Contractor will coordinate and participate in the Dartmouth Hitchcock Medical Center Multidisciplinary consultation team for up to twelve adult and twelve children consultations.
- 13.6. The Contractor shall collect and analyze data defined by the Department regarding START services as identified through SIRS.

## Exhibit A-2 Community Bridges

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>	Community Support Services	86	92168
<b>Community Participation Services</b>	Day	69	294576
	SEP	64	53767
<b>In Home Support Services</b>	In Home Supports	48	576
<b>Residences Which May Also Provide Community Participation Services</b>	Day	150	636111
	Residential	156	40813
<b>Residential Services</b>	Residential	41	10977
<b>Services to Persons With Acquired Brain Disorders</b>	Day	16	54097
	Residential	28	8246
	Consolidated Services	6	72
<b>Participant Directed and Managed Services</b>	Consolidated Services	108	1296



**Exhibit B**

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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 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

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- in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



## Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



**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;

*O.D.*

*5/2/17*





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

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

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



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.



**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:

5/12/17  
Date

D. H. Osseff  
Name: David H. Osseff  
Title: President - BOD



**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:

5/12/17  
Date

David H. Ossoff  
Name: President Bob  
Title: David H. Ossoff





**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:

5/12/17  
Date

David H. Ossoff  
Name: David H. Ossoff  
Title: President - BOB



**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

DD.

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:

5/12/17  
Date

David H. Ossoff  
Name: David H. Ossoff  
Title: President - BOO

Exhibit G

Contractor Initials D.O.

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

5/12/17  
Date

David H. Ossoff  
Name: David H. Ossoff  
Title: President - BOB



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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





Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

*Christina Santaniello*

Signature of Authorized Representative

*Christina Santaniello*

Name of Authorized Representative

*Director, BDS*

Title of Authorized Representative

*5/16/17*

Date

*Community Bridges*  
Name of the Contractor

*D.H. Ossoff*

Signature of Authorized Representative

*David H. Ossoff*

Name of Authorized Representative

*President - BOD*

Title of Authorized Representative

*5/12/17*

Date



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

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

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

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

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

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

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

Contractor Name:

5/12/17  
Date

David H. Assoff  
Name: David H. Assoff  
Title: President - BOO



**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: 184213015
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: _____

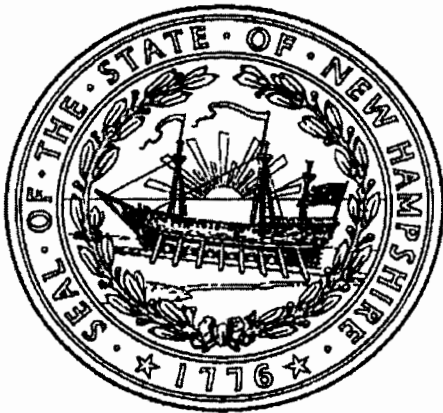
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY BRIDGES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64837



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 4th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

APR 25 2017

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Bridges.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/12/17:  
(Date)

**RESOLVED:** That the Board President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12 day of May, 2017.  
(Date Contract Signed)

4. David Ossage is the duly elected President - Board of Directors  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Bradley E. Hosmer  
(Signature of the Elected Officer)

STATE OF New Hampshire

Bradley Hosmer, Treasurer

County of Merrimack

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 202017

By Bradley Hosmer  
(Name of Elected Officer of the Agency)

Leslie Lampman  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Leslie M Lampman  
Notary Public, State of New Hampshire  
My Commission Expires February 20, 2018

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







CERTIFICATE OF LIABILITY INSURANCE

3/24/2017

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: USI Insurance Services LLC. PHONE (A/C, No, Ext): 855 874-0123. FAX (A/C, No):. E-MAIL ADDRESS:. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company (NAIC # 23850), INSURER B: AmTrust Group (NAIC # 2538), INSURER C:, INSURER D:, INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: COMMERCIAL GENERAL LIABILITY (PHPK1466827), AUTOMOBILE LIABILITY (PHPK1466827), UMBRELLA LIAB (PHUB533492), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WWC3270355).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This certificate covers all operations usual and customary to the business of the insured.

CERTIFICATE HOLDER: New Hampshire Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Arnold.



*Connecting Individuals with Disabilities to Their Community*

## **MISSION STATEMENT**

Community Bridges advances the integration, growth and interdependence of people with disabilities in their home communities in ways that promote their ability to have positive control over the lives they have chosen for themselves. Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.

**COMMUNITY BRIDGES**

**Financial Statements**

**For The Years Ended June 30, 2016 and 2015**

Index To Financial Statements  
For The Years Ended June 30, 2016 and 2015

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**Independent Auditors' Report**

To The Board of Directors  
Community Bridges  
Concord, New Hampshire

We have audited the accompanying financial statements of Community Bridges (a New Hampshire non-profit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

***Auditor's Responsibility***

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

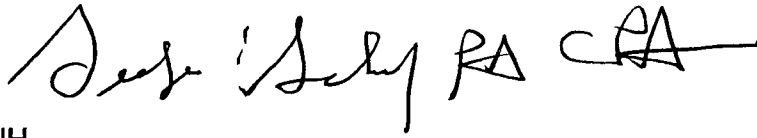
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the 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.

451 Amherst St.  
Nashua, N.H. 03063  
(603) 886-1900

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Bridges as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Denise Kelly RA CPA". The signature is written in a cursive style with a horizontal line extending from the end of the "A".

Nashua, NH  
January 9, 2017

**COMMUNITY BRIDGES**  
**STATEMENTS OF FINANCIAL POSITION**  
June 30, 2016 and 2015

	2016	2015
<b>ASSETS</b>		
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 1,469,739	\$ 2,441,510
Cash held for consumers under agency agreements	139,090	139,093
Accounts receivable, net of allowances of \$127,603 and \$94,262 for 2016 and 2015 respectively	2,661,919	1,862,921
Promises to give	20,000	21,247
Prepaid expenses	190,219	193,593
	4,480,967	4,658,364
 <u>PROPERTY &amp; EQUIPMENT</u> , at cost, net of accumulated depreciation	 3,266,080	 3,384,779
	\$ 7,747,047	\$ 8,043,143
<b>LIABILITIES AND NET ASSETS</b>		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 138,331	\$ 130,241
Line of credit	-	1,600,000
Accounts payable	984,602	1,632,540
Deferred revenue	151,380	128,174
Accrued payroll and payroll taxes	438,095	323,801
Accrued vacation	422,988	374,453
Held for consumers under agency agreements	139,090	139,093
	2,274,486	4,328,302
 <u>LONG TERM DEBT</u> , net of current portion		
Notes payable	1,630,000	1,057,860
 <u>NET ASSETS</u>		
Unrestricted	3,807,803	2,609,989
Temporarily restricted	34,758	46,992
	3,842,561	2,656,981
	\$ 7,747,047	\$ 8,043,143

The Accompanying Notes Are An Integral Part  
Of These Financial Statements.



**COMMUNITY BRIDGES**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
For The Years Ended June 30, 2016 and 2015

	2016			2015		
	UNRESTRICTED	TEMPORARILY RESTRICTED		UNRESTRICTED	TEMPORARILY RESTRICTED	
		TOTAL	RESTRICTED		TOTAL	RESTRICTED
<b>PUBLIC SUPPORT AND REVENUES</b>						
Medicaid	\$ 33,521,794	\$ -	\$ 33,521,794	\$ 30,911,058	\$ -	\$ 30,911,058
State of NH - DHHS	1,095,344	-	1,095,344	687,814	-	687,814
United Way allocation	4,227	20,000	24,227	4,156	21,247	25,403
Third-party insurance	270,272	-	270,272	245,887	-	245,887
Interest	807	-	807	642	-	642
Other revenues	1,218,267	10,000	1,228,267	1,593,792	18,699	1,612,491
Net assets released from restrictions:						
Satisfaction of purpose restrictions	42,234	(42,234)	-	36,026	(36,026)	-
Total public support and revenues	<u>36,152,945</u>	<u>(12,234)</u>	<u>36,140,711</u>	<u>33,479,375</u>	<u>3,920</u>	<u>33,483,295</u>
<b>EXPENSES</b>						
Program services:						
Case management	1,281,302	-	1,281,302	1,299,110	-	1,299,110
Start program & clinical	2,006,260	-	2,006,260	962,799	-	962,799
Family support	879,061	-	879,061	1,182,418	-	1,182,418
Respite care	190,858	-	190,858	203,360	-	203,360
Residential & day	8,403,842	-	8,403,842	8,132,413	-	8,132,413
Independent living	455,575	-	455,575	724,106	-	724,106
Early intervention	1,610,694	-	1,610,694	1,710,218	-	1,710,218
Self directed services	3,651,577	-	3,651,577	3,415,514	-	3,415,514
Residential, day & self directed services - subcontract	12,461,624	-	12,461,624	12,129,158	-	12,129,158
Supporting services:						
General management	2,657,261	-	2,657,261	2,620,671	-	2,620,671
General management - subcontract	1,357,077	-	1,357,077	1,161,303	-	1,161,303
Total expenses	<u>34,955,131</u>	<u>-</u>	<u>34,955,131</u>	<u>33,541,070</u>	<u>-</u>	<u>33,541,070</u>
CHANGE IN NET ASSETS	1,197,814	(12,234)	1,185,580	(61,695)	3,920	(57,775)
NET ASSETS, BEGINNING OF YEAR	2,609,989	46,992	2,656,981	2,671,684	43,072	2,714,756
NET ASSETS, END OF YEAR	<u>\$ 3,807,803</u>	<u>\$ 34,758</u>	<u>\$ 3,842,561</u>	<u>\$ 2,609,989</u>	<u>\$ 46,992</u>	<u>\$ 2,656,981</u>

The Accompanying Notes Are An Integral Part  
Of These Financial Statements.

**COMMUNITY BRIDGES**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**For The Year Ended June 30, 2016**

	Case Management	Start Program & Clinical	Family Support	Respite Care	Residential & Independent Living		Early Intervention	Self Directed Services	Subcontract Residential, Day & Self Directed Services		General Management	Subcontract General Management	2016 Total
					Day	Living			Residential, Day & Self Directed Services	Self Directed Services			
Salaries and wages	\$ 780,370	\$ 839,155	\$ 388,476	\$ -	\$ 4,141,431	\$ 306,143	\$ 804,968	\$ 1,784,039	\$ -	\$ 1,248,596	\$ -	\$ 10,293,178	
Employee benefits	168,958	178,247	83,716	-	900,908	65,419	173,312	361,848	-	286,748	-	2,219,156	
Payroll taxes	56,747	63,887	28,898	-	352,679	21,935	59,735	136,515	-	99,149	-	819,545	
Family business	-	-	-	-	-	-	-	181,712	-	-	-	181,712	
Contracted substitute staff	-	-	-	-	-	-	2,711	270	-	25,269	-	28,250	
Client treatment services	-	-	3,006	-	1,834,496	300	-	241,084	-	-	-	2,078,886	
Client therapies	544	46,635	-	-	240,852	-	366,027	70,464	-	-	-	724,522	
Accounting	-	-	-	-	-	-	-	7,104	-	12,719	-	19,823	
Audit fees	-	-	-	-	-	-	-	-	-	11,900	-	11,900	
Legal fees	-	-	-	-	-	-	-	-	-	21,237	-	21,237	
Other professional fees and consultants	65,135	317,375	525	-	65,992	222	25,662	10,240	-	182,829	-	667,980	
Subcontractors	499	435,450	-	-	-	-	-	38,139	12,213,689	-	1,357,077	14,044,854	
Non-subcontractors	53,808	-	-	-	10,440	-	-	510,898	247,935	-	-	823,081	
Staff development and training	1,064	12,862	7,277	-	15,742	-	7,549	679	-	15,810	-	60,983	
Rent	60,518	10,787	60,518	-	65,547	-	42,507	29,408	-	70,610	-	339,895	
Client mortgage payments	-	-	-	-	42,600	-	-	10,243	-	-	-	52,843	
Utilities	-	10,565	-	-	95,426	-	-	-	-	-	-	105,991	
Building maintenance and repairs	4,536	9,546	4,234	-	90,863	-	4,536	1,489	-	12,236	-	127,440	
Property taxes	-	3,918	-	-	2,069	-	-	-	-	-	-	5,987	
Other occupancy costs	-	-	-	-	834	-	-	-	-	-	-	834	
Office	4,721	5,819	3,196	-	18,793	-	5,677	1,485	-	22,236	-	61,927	
Building/household	2,780	8,382	1,892	-	58,070	-	1,791	152	-	13,145	-	86,212	
Client consumables	7	25,908	-	-	90,341	-	9,576	66,629	-	600	-	193,061	
Medical	-	451	-	-	1,759	-	-	-	-	-	-	2,210	
Equipment rental	1,696	-	1,696	-	2,578	-	3,393	814	-	3,393	-	13,570	
Equipment maintenance	187	516	194	-	5,365	-	389	3,975	-	109,636	-	120,262	
Depreciation	-	-	-	-	-	-	-	-	-	277,297	-	277,297	
Advertising	229	65	169	-	2,506	-	372	702	-	5,225	-	9,268	
Printing	160	-	616	-	240	-	3,155	40	-	9,352	-	13,563	
Telephone/communications	2,576	3,818	2,739	-	13,375	-	4,858	899	-	8,488	-	36,753	
Postage/shipping	2,625	848	2,625	-	3,990	-	5,064	1,260	-	7,019	-	23,431	
Transportation	4,961	28,447	25,901	355	275,807	61,508	66,390	158,718	-	13,727	-	635,814	
Assistance to individuals	25,086	-	261,986	190,118	19,670	30	16,702	23,365	-	-	-	536,957	
Insurance	3,991	2,162	1,372	385	49,846	-	2,824	7,652	-	4,975	-	73,207	
Membership dues	-	300	-	-	50	-	648	1,093	-	8,070	-	10,161	
Other expenditures	40,104	1,117	25	-	1,573	18	2,848	661	-	186,995	-	233,341	
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 1,281,302</b>	<b>\$ 2,006,260</b>	<b>\$ 879,061</b>	<b>\$ 190,858</b>	<b>\$ 8,403,842</b>	<b>\$ 455,575</b>	<b>\$ 1,610,694</b>	<b>\$ 3,651,577</b>	<b>\$ 12,461,624</b>	<b>\$ 2,657,261</b>	<b>\$ 1,357,077</b>	<b>\$ 34,955,131</b>	

The Accompanying Notes Are An Integral Part  
Of These Financial Statements

**COMMUNITY BRIDGES**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
 For The Year Ended June 30, 2015

	Case Management	Start Program & Clinical	Family Support	Respite Care	Residential & Day		Independent Living	Early Intervention	Self Directed Services	Directed Services	Subcontract	
					Day	Residential					General Management	Subcontract General Management
Salaries and wages	\$ 836,602	\$ 671,707	\$ 440,624	\$ 5,374	\$ 3,826,965	\$ 437,607	\$ 823,868	\$ 1,595,828	\$ -	\$ 1,250,566	\$ -	\$ 9,889,141
Employee benefits	156,887	84,189	80,917	202	1,337,804	157,702	225,604	329,111	-	258,923	-	2,631,339
Payroll taxes	62,860	50,441	35,151	442	245,502	36,594	62,891	124,329	-	94,048	-	712,258
Family business	-	-	-	-	-	-	-	171,145	-	-	-	171,145
Contracted substitute staff	-	-	-	-	-	-	9,805	-	-	2,935	-	12,740
Client treatment services	-	-	52,963	-	1,769,173	18,110	-	260,529	-	-	-	2,100,775
Client therapies	-	4,125	211,672	-	11,359	-	371,963	65,552	-	-	-	664,671
Accounting	-	-	-	-	-	-	1,088	3,321	-	4,987	-	9,396
Audit fees	-	-	-	-	-	-	-	-	-	11,600	-	11,600
Legal fees	-	-	-	-	-	-	-	-	-	49,723	-	49,723
Other professional fees and consultants	55,211	43,785	247	-	65,560	380	9,273	29,106	-	217,148	-	420,710
Subcontractors	-	-	-	-	-	-	135	127,555	-	-	1,161,303	12,952,871
Non-subcontractors	29,454	-	-	-	38,569	-	-	333,222	-	-	-	848,098
Staff development and training	3,853	372	10,715	-	19,647	-	1,313	1,014	-	13,495	-	50,409
Rent	58,958	10,509	58,958	-	50,896	-	41,411	28,650	-	67,966	-	317,348
Client mortgage payments	-	-	-	-	36,005	-	-	9,469	-	-	-	45,474
Utilities	-	13,819	-	-	98,554	-	-	-	-	-	-	112,373
Building maintenance and repairs	4,793	9,978	4,473	-	99,358	-	4,793	1,528	427	13,239	-	138,589
Property taxes	-	3,996	-	-	-	-	-	-	-	-	-	3,996
Other occupancy costs	-	-	-	-	816	-	-	-	-	-	-	816
Office	7,060	4,849	3,417	-	25,530	-	6,515	2,221	-	31,099	-	80,691
Building/household	1,670	6,761	1,863	-	50,478	-	1,637	81	-	10,130	-	72,620
Client consumables	-	25,463	-	44	81,154	-	9,618	6,715	-	-	-	122,994
Medical	-	33	-	-	926	-	-	-	-	-	-	959
Equipment rental	1,754	-	1,742	-	2,649	-	3,485	813	-	3,497	-	13,940
Equipment maintenance	233	-	242	-	1,861	-	484	639	-	95,333	-	98,792
Depreciation	-	-	-	-	-	-	-	-	-	276,056	-	276,056
Advertising	77	19	85	-	2,681	-	187	325	-	1,485	-	4,859
Printing	3,022	40	599	-	282	-	8,531	251	-	5,085	-	17,810
Telephone/communications	3,556	629	2,980	-	15,982	-	5,490	973	-	13,269	-	42,879
Postage/shipping	2,748	395	2,735	-	4,167	-	5,262	1,321	-	6,457	-	23,085
Transportation	6,279	13,736	32,734	1,458	272,532	73,021	75,359	181,374	-	14,176	-	670,669
Assistance to individuals	28,297	-	236,886	195,713	22,683	692	20,444	116,454	-	-	-	621,169
Insurance	3,252	1,053	1,717	127	46,207	-	3,202	8,713	-	5,212	-	69,483
Membership dues	-	-	50	-	499	-	2,520	14,800	-	5,807	-	23,676
Other expenditures	32,544	16,900	1,648	-	4,574	-	15,340	475	-	168,435	-	257,916
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 1,299,110</b>	<b>\$ 962,799</b>	<b>\$ 1,182,418</b>	<b>\$ 203,360</b>	<b>\$ 8,132,413</b>	<b>\$ 724,106</b>	<b>\$ 1,710,218</b>	<b>\$ 3,415,514</b>	<b>\$ 12,129,158</b>	<b>\$ 2,620,671</b>	<b>\$ 1,161,303</b>	<b>\$ 33,541,070</b>

The Accompanying Notes Are An Integral Part  
 Of These Financial Statements  
 - 6 -

**COMMUNITY BRIDGES**  
**STATEMENTS OF CASH FLOWS**  
For The Years Ended June 30, 2016 and 2015

	2016	2015
<b>CASH FLOWS PROVIDED BY (USED IN)</b>		
<b>OPERATING ACTIVITIES</b>		
Cash received from support and revenue	\$ 35,365,359	\$ 34,310,078
Cash paid to suppliers and employees	(35,080,576)	(32,652,910)
Interest received	807	642
Interest paid	(78,993)	(100,888)
	<u>206,597</u>	<u>1,556,922</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS PROVIDED BY (USED IN)</b>		
<b>INVESTING ACTIVITIES</b>		
Proceeds from sales of assets	-	127,848
Purchases of property and equipment	(158,598)	(198,426)
	<u>(158,598)</u>	<u>(70,578)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS PROVIDED BY (USED IN)</b>		
<b>FINANCING ACTIVITIES</b>		
Proceeds from (payments to) line of credit, net	(1,600,000)	800,000
Proceeds from bank financing	725,388	82,000
Principal payments on debt	(145,158)	(121,908)
	<u>(1,019,770)</u>	<u>760,092</u>
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>		
<b>NET INCREASE (DECREASE) IN CASH</b>	(971,771)	2,246,436
CASH, Beginning of Year	<u>2,441,510</u>	<u>195,074</u>
CASH, End of Year	<u>\$ 1,469,739</u>	<u>\$ 2,441,510</u>
<b>RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>		
Change in net assets	\$ 1,185,580	\$ (57,775)
Adjustments:		
Depreciation	277,297	276,056
Gain on sales of assets	-	(93,287)
	<u>277,297</u>	<u>182,769</u>
Change in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(798,998)	1,023,183
Promises to give	1,247	1,253
Prepaid expenses	3,374	66,878
Increase (decrease) in:		
Accounts payable	(647,938)	369,665
Deferred revenue	23,206	(103,724)
Accrued payroll	114,294	83,997
Accrued vacation	48,535	(9,324)
	<u>48,535</u>	<u>(9,324)</u>
<b>Net cash provided by operating activities</b>	<u>\$ 206,597</u>	<u>\$ 1,556,922</u>

The Accompanying Notes Are An Integral Part  
Of These Financial Statements.

**COMMUNITY BRIDGES**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Community Bridges (the Agency) is a not-for-profit organization established in May 1983. It contracts with the New Hampshire Department of Health and Human Services (DHHS) to provide an array of community-based services and support for those with developmental disabilities located in the Merrimack County area of New Hampshire. Its major function is the coordination of services and support with those who are eligible to receive it. The majority of its funding is from federal and state government programs.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions are met in the fiscal year in which the contributions are recognized.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2016 and 2015.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are

**COMMUNITY BRIDGES**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

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

Use of Estimates

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

Cash and Cash Equivalents

For purposes of the financial statements, the Agency considers cash in bank accounts and all other highly liquid investments with an original maturity of less than three months to be cash equivalents. The only cash equivalents at June 30, 2016 and 2015 were overnight investments in government securities made through commercial sweep accounts with the Agency's bank.

Cash Held and Funds Payable for Consumers

The Agency acts as custodian over funds of several consumers for a minimal fee. Cash is deposited and checks are drawn on a special bank account for the convenience of consumers. These funds are not the property of the Agency and, accordingly, are recorded as an asset with a corresponding liability in the same amount on the Agency's Statement of Financial Position. These accounts are offsetting and have no impact on the Agency's cash flow.

Property and Equipment

The Agency records property and equipment at cost. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to

**COMMUNITY BRIDGES**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued)

expense as incurred. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets. The ranges of the estimated useful lives are:

	<u>Years</u>
Buildings and improvements	10-30
Equipment and furniture	5-10
Vehicles	3-5

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Agency's income tax filings are subject to audit by various taxing authorities. The Agency's open audit periods are the years ended June 30, 2013 through 2016. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

Bad Debts

The Agency uses the allowance method of accounting for bad debts. An allowance of \$127,603 and \$94,262 was required at June 30, 2016 and 2015 respectively, based on specific identification of uncollectible accounts.

Functional Allocation of Expenses

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

NOTE B. RETIREMENT PLAN

The Agency maintains a 403(b) plan for its employees. All employees are eligible to contribute to the plan. The Agency does not contribute to the plan.

**COMMUNITY BRIDGES**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2016 and 2015

**NOTE C. PROPERTY AND EQUIPMENT**

Property and equipment consists of the following at June 30, 2016 and 2015:

	2016	2015
Land	\$ 614,299	\$ 614,299
Building and improvements	3,207,568	3,175,160
Equipment and furniture	1,183,665	1,093,207
Vehicles	645,780	616,391
Progress payments	29,875	23,532
	5,681,187	5,522,589
Less accumulated depreciation	2,415,107	2,137,810
	\$ 3,266,080	\$ 3,384,779

**NOTE D. CONCENTRATIONS OF RISK**

The Agency received 93% and 92% of its funding from Medicaid for the years ended June 30, 2016 and 2015, respectively. Additionally, 87% and 82% of the June 30, 2016 and 2015 net accounts receivable balance was due from Medicaid respectively.

At June 30, 2016 and 2015, the Agency had \$2,182,830 and \$3,047,348, respectively, invested in repurchase agreements that were secured by marketable securities of federal agencies. The funds were not insured by the Federal Deposit Insurance Corporation.

**NOTE E. OPERATING LEASES**

The Agency leases office facilities used for service coordination and administrative services pursuant to the terms of several six-year leases that expire in October 2019. The leases provide for two, two-year renewal options. The lessee is responsible for all utilities, repairs and maintenance, and insurance. The lessee is also responsible for a pro rata share of the real estate taxes and common area costs over a base. The base rent in the first year was \$297,355 per annum. The lease amount increases annually up to \$341,614 for year six.

The Agency entered into a tenancy lease on behalf of a consumer. The 12 month lease began in March 2015 and contains an auto-renew provision.

Total facilities rental expense, including rent payments for consumers, was \$339,895 and \$317,348 for the year ended June 30, 2016 and 2015, respectively.



**COMMUNITY BRIDGES**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended June 30, 2016 and 2015

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NOTE E. OPERATING LEASES (Continued)

A vehicle lease which expired April 30, 2016, was \$273 per month for 36 months. The Agency was responsible for all maintenance and repairs.

The Agency leases office equipment at \$962 per month pursuant to the terms of a 63 month lease which began May 2013.

The future minimum rental payments due under these operating leases are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2017	\$ 341,630
2018	\$ 344,163
2019	\$ 341,065
2020	\$ 340,521
2021	\$ 113,871

NOTE F. LINE OF CREDIT

The Agency has established a \$1,600,000 working capital line of credit with a local bank. Interest at the Wall Street Journal prime rate is due monthly. Principal with accrued unpaid interest are due on demand. The line of credit is secured by all assets of the Agency. The balance outstanding at June 30, 2016 and 2015 was \$0 and \$1,600,000, respectively.

**COMMUNITY BRIDGES**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2016 and 2015

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NOTE G. NOTES PAYABLE

Notes payable consisted of the following as of June 30:

	2016	2015
4.4% mortgage note payable bank, monthly installments of \$320 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$30,473	\$ 62,714	\$ 68,354
4.4% mortgage note payable bank, monthly installments of \$917 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$89,812	182,080	184,978
Variable-rate mortgage note payable bank, secured by land and building, payable in monthly installments of principal and interest through January 2027. Interest is based on the Three Year Treasury Bill adjusted to a constant maturity plus 2.75 percentage points. As of June 30, 2016 and 2015 the interest rate was 3.87%, with monthly installments of \$493 and \$479, respectively	51,551	55,553
4.4% mortgage note payable bank, monthly installments of \$540 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$52,862	106,663	113,533
4.4% note payable bank, monthly installments of \$876 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$85,803	173,363	182,080
2.95% note payable bank, monthly installments of \$1,940 of principal and interest, through January 2018, secured by vehicle	35,950	57,804
1% note payable state public agency, monthly installments of \$1,111 of principal and interest, through July 2017, secured by a vehicle	14,370	27,488

**COMMUNITY BRIDGES**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2016 and 2015

NOTE G. NOTES PAYABLE (Continued)

	<u>2016</u>	<u>2015</u>
2% note payable state public agency, monthly installments of \$679 of principal and interest, through October 2020, secured by land and building	36,572	42,430
No interest note payable state public agency, Agency only required to repay if the property is sold. Secured by land and building	62,031	62,031
3% note payable state public agency, monthly installments of \$746 of principal and interest, through April 2020, secured by land and building	32,342	40,198
1% note payable state public agency, monthly installments of \$1,709 of principal and interest, through December 2018, secured by land and building	50,625	70,523
4.4% note payable bank, monthly installments of \$1,030 of principal and interest, through January 2036, secured by land and building with a balloon payment of \$100,960	203,851	211,767
1% note payable state public agency, monthly installments of \$991 of principal and interest, through July 2019, secured by a vehicle	37,069	48,534
1% note payable state public agency, monthly installments of \$410 of principal and interest, through March 2020	18,112	22,828
1.0% note payable state public agency, monthly installments of \$855 of principal and interest, through December 2020	45,112	-

**COMMUNITY BRIDGES**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2016 and 2015

NOTE G. NOTES PAYABLE (Continued)

	2016	2015
Variable-rate mortgage note payable bank, secured by land and building, payable in monthly installments of principal and interest through July 2035. Rate is fixed for first five years at 4.25%. Interest is based on the Five Year Treasury Bill adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2016, the interest rate was 4.25% with monthly installments of \$4,062	636,538	-
Note payable finance company, payable in monthly installments of \$323 of principal, no interest, through June 2021, secured by vehicle	19,388	-
	1,768,331	1,188,101
Less current portion	(138,331)	(130,241)
	\$ 1,630,000	\$ 1,057,860

Annual principal payments for the next five years are as follows:

2017	\$	138,331
2018		121,100
2019		98,888
2020		78,437
2021		60,213
Thereafter		1,271,362
		\$ 1,768,331

Interest expense for the years ended June 30, 2016 and 2015 was \$78,993 and \$100,889, respectively.

**COMMUNITY BRIDGES**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2016 and 2015

**NOTE H. DEFERRED REVENUE**

Deferred revenue consists of the following at June 30:

	<u>2016</u>	<u>2015</u>
Family Support funding in excess of expenditures	\$ 35,945	\$ 42,295
START Center	-	10,616
New Hampshire Charitable Foundation	17,205	-
Project Search	29,764	-
Bureau of Developmental Services	<u>68,466</u>	<u>75,263</u>
	<u>\$ 151,380</u>	<u>\$ 128,174</u>

**NOTE I. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following purposes or periods at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
United Way	\$ 20,000	\$ 21,247
Employee wellness	11,162	13,450
Competency and credentialing system	-	8,699
Autism grant	<u>3,596</u>	<u>3,596</u>
	<u>\$ 34,758</u>	<u>\$ 46,992</u>

**NOTE J. CONTINGENT LIABILITIES**

The Agency receives funding under various state and federal grants. Under the terms of these grants, the Agency is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Agency might be required to repay the grantor's funds.

The acquisition of real property has been funded, in part, by federal and state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2016 and 2015, no provision has been made for these contingencies.

**COMMUNITY BRIDGES**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2016 and 2015

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**NOTE K. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2016 and 2015, because of the relatively short maturity of these instruments. The carrying value of long-term debt, including the current portion, approximated fair value as of June 30, 2016 and 2015, based on current borrowing rates for loans with similar maturities.

**NOTE L. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS**

Management has evaluated events through January 9, 2016, the date that the financial statements were available to be issued.

**NOTE M. RECLASSIFICATION**

Certain amounts in the prior year financial statements have been reclassified to conform to the current year presentation.

## Community Bridges Board of Directors

<b>Officer</b>	
<b>Name: David Ossoff</b>	<b>Title: President</b>
<b>Member Since: September 2011</b>	<b>Term expiration: May 2019</b> <b>Officer term expires: May 2018</b>
<b>Officer</b>	
<b>Name: Kristin Phillips - Consumer</b>	<b>Title: Vice President</b>
<b>Member Since: March 2010</b>	<b>Term expiration: May 2019</b> <b>Officer term expires: May 2018</b>
<b>Officer</b>	
<b>Name: Bradley Hosmer</b>	<b>Title: Treasurer</b>
<b>Member Since: March 1997</b>	<b>Term expiration: May 2019</b> <b>Officer term expires: May 2018</b>
<b>Officer</b>	
<b>Name: Alice Young</b>	<b>Title: Secretary</b>
<b>Member Since: May 2012</b>	<b>Term expiration: May 2018</b> <b>Officer expiration: May 2018</b>
<b>Officer</b>	
<b>Name: Elizabeth Bornstein</b>	<b>Title: Member</b>
<b>Member Since: August 2013</b>	<b>Term expiration: May 2019</b>
<b>Officer</b>	
<b>Name: Betsy McNamara</b>	<b>Title: Consumer</b>
<b>Member Since: 2002</b>	<b>Term expiration: May 2018</b>
<b>Officer</b>	
<b>Name: Jennifer Pineo</b>	<b>Title: Consumer</b>
<b>Member Since: October 2016</b>	<b>Term expiration: October 2019</b>
<b>Officer</b>	
<b>Name: Philip Sletten</b>	<b>Title: Member</b>
<b>Member Since: January 2017</b>	<b>Term expiration: January 2020</b>

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**COMMUNITY BRIDGES BOARD OF DIRECTORS  
2016-2017**

OFFICER	
Name: David Ossoff	Title: President
Street: 155 Littleton Road	Occupation: Owner, Endicott Trading Corp.
City, state, zip: Concord, NH 03303	Phone: 603-225-3132
Email: dossoff@suncook.com	Phone: 978-764-6902
Member since: September, 2011	Term expires: May, 2019
OFFICER	
Name: Kristin Phillips - Consumer	Title: Vice President
Street: 1 Jackson Avenue	Occupation: Owner, Smith-Phillips Strategic Communications
City, state, zip: Concord	Phone: 603-226-4509
Email: Kristin-phillips@comcast.net	Phone: 603-490-9950
Member since: March, 2010	Term expires: May, 2019
OFFICER	
Name: Bradley Hosmer	Title: Treasurer
Street: 71 Little Road Road	Occupation: Owner/President, Beta Consulting Group
City, state, zip: Concord, NH 03301	Phone: 603-228-4613
Email: bradley.hosmer@comcast.net	Phone: 603-226-3567
Member since: March, 1997	Term expires: May, 2019
OFFICER	
Name: Alice Young	Title: Secretary
Street: 71 Manchester Street	Occupation: Insurance Professional
City, state, zip: Pittsfield, NH 03263	Phone: 603-435-6767
Email: ayoung@paigeinsurance.com	Phone: 603-998-3217
Member since: May, 2012	Term expires: May, 2018
OFFICER	
Name: Betsy McNamara - Consumer	
Street: 49 Rogers Avenue	Occupation: Principal, Full Circle Consulting
City, state, zip: Concord, NH 03301	Phone: 603-219-0699
Email: bmcnamara@fullcirclenh.com	Phone: 603-225-0412
Member Since: 2002	Term Expires: May 2018
OFFICER	
Name: Elizabeth Bornstein - Consumer	
Street: 50 Woodhill Headcote Road	Occupation: Daycare Worker
City, state, zip: Concord, NH 03303	Phone: 603-224-8075
Email: bethdance@comcast.net	Phone: 603-731-6984
Member since: August, 2013	Term expires: May, 2019

Name: Frank Davis	
Street: <del>614 South Street</del>	Occupation: Retired Teacher, State Rep.
City, state, zip: <del>Dorchester, MA 01928</del>	Phone: 603-485-9953
Email: fpdavis@comcast.net	Phone:
Member since: January, 2012	Term expires: December, 2016
Name: Glenn Stuart - Consumer	
Street: <del>72 South Street</del>	Occupation: Professor - Theatre Dept.
City, state, zip: <del>Greenville, NH 03048</del>	Phone: 603-226-4365
Email: gstuart@nec.edu	Phone: 603-428-2454
Member since: June, 2005	Term expires: May, 2018
Name: John Taylor - Consumer	
Street: <del>645 Raleigh Court</del>	Occupation: Unemployed
City, state, zip: <del>Dorchester, MA 01928</del>	Phone: 540-6542
Email: BigJohn76@comcast.net	Phone:
Member since: December, 2015	Term expires: May, 2018
Name: Stephany Wilson - Consumer	
Street: <del>6244 Hooksett Road</del>	Occupation: Owner, CADAvantage
City, state, zip: <del>Hooksett, NH 03106</del>	Phone: 603-485-6096
Email: Stephany@cadavantage.com	Phone: 603-608-9604
Member since: June, 2015	Term expires: May, 2018

**RICHARD E. ROYSE**

**[Redacted Address]**

**[Redacted Phone Number]**

**[Redacted Email Address]**

**PROFESSIONAL BACKGROUND & EXPERIENCE**

A supportive leader with thirty five plus years of proven executive management experience in medium size complex nonprofit organizational structures with fiscal responsibilities exceeding \$40 M covering multiple counties including both rural and urban environments and a labor force of 600 plus employees. Professionally recognized for visionary, results oriented abilities.

**STRENGTHS**

Positive solution oriented leader; insightful; knowledge and ability to effectively access and blend an array of public and private funding sources; collaboration; recognizes people, talent and effort, a positive effective mentor.

**Community Bridges  
Executive Director**

**November 2015 – Present**

Provide executive leadership for Community Bridges which serves as an Area Agency \$39M providing Case Management, Residential, Day, Early Intervention, and an array of Clinical services to over a thousand families and contracting with 18 vendor service provider agencies.

**InAlliance  
Executive Director**

**March 2014 – October 2015**

Provide transition executive leadership for rapidly growing organization serving 8 counties with 480 staff that had no succession plan with several key executive staff who had or were scheduled to retire over two year period. Added accomplishments, merger of two major departments, \$2M service expansion, selection and implementation of staff in key roles throughout organization, creation of leadership team including a succession plan, overhaul of IT infrastructure.

**East Middlesex ARC  
Executive Director**

**April 2012 – December 2013**

Provide transition executive leadership for organization 280 staff taking corrective action in housing, day & employment services. Addressed years of deferred maintenance and increasing HUD rent subsidies. \$1.2M in service expansion and realigned business model in keeping with federal CMS and State regulatory changes.

## Consulting Services

President

January 2010 – March 2012

Management consulting services to organizations in six states with major focus on Capital funding plans (Primarily Housing Development) blending federal (HUD 202, 811, 236, HOME, CDBG, McKinney, EDA Bonds, Mental Health, etc.) and state capital sources with operating/contract dollars to ensure long term stability; the evolution of federal and state policies/funding requirements; Waiver Plans and related service realignment including the shift to Managed Care Organizations within the Long Term Support Services System (MLTSS); the evolution of Person Centered Planning, staff development and quality assurance systems.

## New Concepts

Executive Director

April 1997 – December 2009

Successful turnaround of nonprofit restoring fiscal and operational stability. Corrective Action Included timely completion of Chapter 11 reorganization, creation of internal controls and transparent accountability process, Board development, Collective Bargaining negotiations and ongoing relations. Once stable we were successful in completing a housing development plan involving a variety of Housing funding sources including County and Federal funding resulting in \$1.2 M in service expansion. Likewise, Day program services were expanded with completion of barrier free building renovation plan.

Details regarding additional executive management experience with three other agencies dating from 1980 to 1997 available upon request. Includes development of Small ICF group Homes as part of Class Action Litigation response, development and operation of \$10M in HUD 811 housing units, HUD 236 Insured Mortgage refinancing, Special Needs Bond financing.

Education    BSW    University of Kansas  
                  MSW    University of Kansas

## Related Professional/Community Activities

- Public School Board Member and Referendum Committee Chairperson
- County & Statewide Task Forces on Affordable Housing
- Medicaid Waiver Task Forces
- Publications on Independent Living, Barrier Free Housing, Comprehensive Evaluation Systems as State Planning Tool

Ann P. Potoczak  
[REDACTED]  
Concord, NH 03301  
[REDACTED]  
[REDACTED]

#### Key Qualifications

DHHS System Knowledge  
Project Management Skills  
Management of Programs  
Workforce Development  
Budgets  
Management Mentoring  
Interpersonal/Communication

#### Professional Experience

**Community Bridges**  
70 Pembroke Road  
Concord NH 03301

**Vice President of Community Services**

**February 2014-Present**

Provide for administrative oversight of community service programs offered through the agency and contracted provider agency activities that address community services and supports as identified by the Executive Director.

Supervise Directors, providing direction, support, and communicating out strategic goals to meet all community based services with a high level of quality.

Assess on-going operations and identify current and projected interests of those served by the agency to develop plans for improvement and new development. Collaborate with members of the senior management team and the Executive Director to develop and implement projects that strengthen agency capacity to meet our mission.

Works together with other Vice Presidents to meet operational needs.

Provide regular reports to the Executive Director on activities and critical issues facing the organization.

Promote leadership development within the agency and a culture of respect, positive relationship and responsibility.

Provide reports to the board of directors through personal presentations as identified by the Executive Director.

Provide agency oversight in the absence of the Executive Director as assigned.

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**Director of Community Services      August 2007-February 2014**

The Director of Community Services is responsible for assuring the Community Bridges and the regional provider agencies comply with applicable regulations and regional standards of practice and provide supports and services that support all aspects of the agency mission.

Responsible for reviewing support needs assessments and managing the agency waiting list. Assuring that information on eligible applicants for services is evaluated and integrated into agency planning in accordance with Community Bridges policy and regulations.

Provide statistical analysis and recommendations of the agency quality assurance indicators.

Act as the agency HIPAA Compliance Officer as well as the complaint investigator for service related issues.

Provide for daily oversight of program operations for agency functions and provider agency functions that address community services and supports.

Assure that staff, managers and provider agencies protect and demonstrate respect for each person's legal, civil, and human rights.

Provides staff and provider agency trainings, reviews client records and analyzes data to assure with regulations regarding rights, and provides technical assistance to individuals, families, and guardians regarding rights upon request.

Oversee and supervises the Director of Residential and Day Services provided by Community Bridges as well as the Quality Assurance Coordinator

Participates and coordinates projects for the agency as they relate to the individuals who are provided services.

Participate in numerous Statewide Collaborative Projects with the Bureau of Developmental Services and Department of Health and Human Services

**Quality Assurance Coordinator**

**July 2003 – August 2007**

Responsible for assuring the Community Bridges and regional provider agencies comply with applicable regulations and provide supports and services that protect and respect individual rights.

Provide statistical analysis and recommendations of the agency quality assurance activities based on indicator.

Other duties included in this position are Complaint Investigator, Vendor Liaison, HIPAA Compliance Officer, Coordinator of Self Advocacy Groups, and Management of the Waiting List. All of these activities required reporting to the Chief Operating Officer and Executive Director.

**Intake and Waitlist Coordinator**

**July 2000 -August 2007**

Responsible for all aspects of the intake process.

Reviewed the clinical information for eligibility as defined by state standards for the Developmentally Disabled and Acquired Brain Disorders.

Made Eligibility Determinations based on the information provided.

Monitoring the consumer's needs and assisting them with connections to the community until services are developed.

Maintained information for the Awaiting Services List for the Bureau of Developmental Services. Creating reports utilizing ACCESS and EXCEL formats for internal and external tracking.

**Director of Service Coordination and Monitoring**

**July 1997 to June 2000**

Responsible for the effective implementation of support services to adults and families from initial eligibility determinations to the creation and monitoring of comprehensive plans of long support.

Insures that the information on eligible applicants for service is integrated into agency strategic planning and assist in service development strategies.

Oversee all case management and family support departments' clinical and fiscal activities and monitor that they remain flexible and responsive to the changing individual needs of the consumers.

Provide liaison functions with external community organizations to promote the interests of quality case management and the overall mission of the agency. Oversee quality enhancement activity, which monitors system outcome measures for consumer's health and safety.

Developed policies and procedures for the departments under my supervision. Designated complaint investigator for consumer rights violations as well as the forensic coordinator for services that fall under legal/court monitoring.

**Case Management Supervisor**

**August 1989 to July 1997**

Provided supervision and direction to 8 case managers who monitored and advocated for the developmentally disabled and persons with acquired brain disorders.

Assured services were timely and appropriate based on state standards.

Provided orientation to new case managers and facilitated weekly staff meetings.

Acted as the Area Agency complaint investigator for eligibility determination appeals.

Managed case management emergency funds, oversight of Rep-payee accounts, and maintained fiscal budget expenditures for the department.

Provided management all ISP generated data for tracking and program development.

**Case Manager****August 1986 to August 1989**

Responsible for coordinating services and providing assistance, advocacy, and crisis intervention to individuals having developmental impairments.

Facilitated the development of Individual Service Plans, monitored progress of goals and advocated on a systems level for program development.

**Committee Involvement**

- Project manager and Coordinator for Project SEARCH, a collaborative between Concord Hospital, The Concord School district, Vocational Rehabilitation and Community Bridges
- Member of the Statewide Employment Committee to Develop Best Practices
- Member of the design and beta testing for the statewide Waiting List software
- Member of the New Hampshire Brain Injury Provider Council
- Past Member of Collaborative for Elder Service changes in Merrimack County
- Past Member of Police/Court Committee covering Merrimack County
- Board member for the Concord American Little League 1997-2002
- Member of task force to seek better collaboration among agencies providing Parenting Skills
- Involvement in DUCK database design for the New Hampshire Developmental Service System

**Education**

**BACHELOR OF SCIENCE DEGREE** December 1982  
*Bridgewater State College, Bridgewater MA.*  
Major - Physical Education; concentration Motor Development  
Massachusetts Teaching Certification K-8  
Minor - Psychology

**Certificate Program in Non Profit Management and Leadership**  
August 2015 to May 2016  
Institute for Non Profit Practice  
In Affiliation with the Jonathan M. Tisch College of Civic Life at Tufts University

**Computer Skills and Trainings:** Outlook, Access, Excel, MSWORD, Mindjet Project Manager, Person Centered Thinking, Futures Planning

**Achievements and Awards:**  
1999 Recipient of the Noyes Award for Leadership

Active participant in the Agencies activity and award of The Council on Quality Accreditation

Initiated and completed a One Million Dollar construction project for the agencies START Center (Systemic Therapeutic Assessment, Respite and Treatment Center)

Provide over site and Supervision for the initial START Center program



# RICHARD E. JEFFCOTE

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## SUMMARY OF QUALIFICATIONS

A results oriented **Chief Financial Officer** with over twenty years of proven financial, operations and reimbursement experience. Bottom line oriented with documented net revenue optimization and cost management abilities. Able to resolve complex financial issues and communicate effectively at all levels. A team leader providing motivation, training and support by example.

## AREAS OF STRENGTH

- Financial Management • Accounting • Budget • Reimbursement •
- Patient Accounting • Managed Care • Physician Contracting •
- Strategic Financial Planning • Materials Management •
- Decision Support • Feasibility Analysis •

## PROFESSIONAL EXPERIENCE

Community Bridges  
**Chief Financial Officer**

August 2014- Present

Reporting to the CEO, the CFO plays a critical role in developing and implementing strategy for Community Bridges and its long term financial success. As an Area Agency for the State of New Hampshire, Community Bridges provides support for 2,000 individuals with Developmental Disabilities covering 10 service lines. Annual revenues approximate \$40 million. The CFO supervises 10 direct reports in the areas of: Finance, IT, budgeting and the Business Office. Overall responsibility and accountability for all accounting functions rolls up to the CFO. The organization employs 404 individual employees. The payor mix is approximately 90% Medicaid and 10% Commercial insurance.

Maine Coast Healthcare Corporation  
**Interim Chief Financial Officer**

July 2012- June 2014

Reporting to the CEO, responsibilities include directing the financial operations of: Maine Coast Healthcare Corporation: Parent organization for: Maine Coast Memorial Hospital, Medical Realty, Physician Associates and the Foundation. Maine Coast Memorial Hospital is a 64 bed community hospital located in Ellsworth, Maine. Consolidated annual gross patient service revenues total \$175 million. Net patient service revenues total \$90 million. The allocation of GPSR is: 27% inpatient, 55% outpatient, and 18% physician services. MCMH employs 95% of the medical practitioners (35) in the area with medical offices located on campus and throughout the county. Consolidated total assets are \$71 million with 63% equity ownership. The hospital is designated a MDC for Medicare inpatient and is a DSH qualified facility. The organization employs 558 full time equivalent employees and breaks even from operations. ED visits approximate 20,000 annually with 50% of admissions derived from the Emergency department. Medicare CMI is 1.30 with Medicare, Medicaid, Blue Cross and Aetna accounting for the majority of overall payor mix utilization. Approximately 80 ftes report to the CFO position comprised of the following departments: Finance, Revenue Cycle, Information Technology, Patient Billing, Registration, Materials Management, Health Information Technology, and Operations and Maintenance of Plant.

Morton Health Foundation and Affiliates  
**SVP: Chief Financial Officer and Treasurer**

October 2010- June 2012

Reporting directly to the CEO, responsibilities include directing the financial operations of: Morton Hospital and Medical Center (154 Beds), Morton Property, Inc., Morton Physician Associates, Inc., Community Counseling of Bristol County and Morton Health Foundation, Inc. Consolidated total annual net revenues of \$158 million. Supervision of a staff of 62 FTEs: Patient Registration, Patient Accounting, Accounting, Finance and Payroll, Budget, Revenue Systems, Compliance, Centralized Scheduling and Physician Services.

- Successful completion of September, 2010 year end audit: unqualified opinion, operating margin 1.2%.
- Negotiated all Managed Care contracts.
- Completed due diligence for Clinical and Business Partnership working with Navigant Consulting.
- Negotiated Leases, Physician and Union (MNA) contracts.
- Instituted monthly departmental responsibility reporting process.

- Oversaw preparation of Budgeting process to include \$8.7 million in Board approved initiatives.
- Formalized policies and procedures including Business Office and Capital Acquisition process.
- Assured the timely and accurate preparation and presentation of monthly interim Financial Statements.
- Oversaw due diligence process resulting in Hospital acquisition by Steward HealthCare, Inc.
- Wound down "Old Co" activities, transitioned to Steward centralized financial operations June 2012.

Lowell General Hospital – Lowell, MA  
**Chief Financial Officer**

Aug. 2002-  
 Sept. 2010

Directed the financial operations of the Lowell General Corporation which consists of: Lowell General Hospital (198 Beds), the Community Health Center, the Visiting Nurse Association, LGH Medical Groups, PHO, and LGH Medical Building Services (MOB and SurgiCenter). Total annual net revenues \$250 million. Supervise a staff of 210 FTEs for: General Accounting, Billing and Collections, Admitting, Registration and Central Scheduling, Purchasing, Case Management, Budget, Reimbursement, Decision Support, Medical Records and the PHO.

- Positive Operating Margins since 2002, currently at 2.3% with Excess of Revenues over Expenses of 3.8%.
- Developed 5 year strategic financial plan including operating, cash flow and capital budgets.
- Oversaw financial pillar patient/employee/physician satisfaction process.
- Oversaw Investment Committee for Endowment and Pension Plan.
- Reduced Accounts Receivables from 55 to 37.5 days net with corresponding increase in liquidity.
- Hospital Bond rating upgraded to A- stable and AAA (Insured basis).
- Negotiated all Managed Care Contracts including Global Capitation risk sharing arrangements.
- Oversaw supply chain, capital, net revenue and productivity reporting and monitoring.
- Chaired interdisciplinary net revenue enhancement teams.

Hospital Corporation of America – Parkland Medical Center, Derry, NH  
**Chief Financial Officer**

March 2001-  
 Aug. 2002

Directed the financial operations of the healthcare system for the Medical Center, Surgery Center, Medical Office Building and Physician Practices. Consolidated ebitda of \$12,000,000, operating margin of 20%. Supervised a staff of 80 FTEs for Business Office, Accounting, Medical Records, Information Systems, Case Management and Purchasing.

- Improved operating margins by 25%.
- Consolidated Business Office and supply chain.
- Developed strategic financial plan.
- Negotiated Managed Care contracts.
- Oversaw capital projects, operational budgets and related cash-flows.
- Assured the timely and accurate preparation of financial reports.

HCA MetroWest Healthcare System, Inc. - Framingham, MA  
**Chief Financial Officer**

1997-  
 March 2001

Directed the financial operations of the healthcare system consisting of two acute care teaching hospitals (425 beds), the Home Health Agency, the Affiliated Medical Practice division, the Mental Health division, and Property Services. Total annual net revenues \$165,000,000. Supervised a staff of 180 FTEs for Information Systems, Accounting, Billing and Collection, Medical Records, Admitting, Registration and Central Scheduling, Purchasing, Budget and Reimbursement, and Case Management.

- Improved net revenues through accounts receivable management, rate sensitivity analysis, reimbursement, departmental consolidations and restructuring, thus increasing operating margin to +5% from -2%.
- Negotiated risk sharing contracts with HMOs and independent physician group practices.
- Improved the integrity of the internal financial statements by instituting a monthly balance sheet and operational review process.
- Disclosed net revenue opportunities through purchase accounting and revenue cycle/chargemaster initiatives.
- Oversaw hospital compliance policies and procedures.
- Oversaw hospital sale to Tenet.

North Broward Medical Center – Pompano Beach, FL  
**Assistant Administrator – Finance/Operations**

1991-1997

Administered the financial operations for the hospital (411 beds), the Home Health agency (170,000 visits annually), the Rehabilitation unit, Hospice, Sub-Acute Unit, Physician Practices and Primary Health Clinics. Directed a staff of 280 FTEs for Fiscal Services, Budget and Reimbursement, Medical Records, Utilization Management, Social Services, Security, Neurodiagnostics, Radiology and Laboratory. Acted in a liaison capacity to system-wide services of Materials Management, MIS and Central Supply. Additional responsibilities included Certificate of Need financial feasibility program preparations, computer conversions and managed care contracting.

- Implemented a hospital restructuring program reducing FTEs per A.O.B. from 4.6 to 4.0.
- Participated on Process Improvement Teams for non-salary expense reductions, labor productivity, MIS and Risk Management resulting in savings of \$1,000,000.
- Negotiated, developed and executed employment and service agreement contracts with physicians including gainsharing and capitation arrangements.
- Obtained exempt unit status for rehabilitation unit and hospital based skilled nursing unit.
- Wrote Certificate of Need Financial Feasibility application for Open Heart Program and Trauma.
- Integrated Pharmacy, Laboratory and Radiology (M.I.S.) systems.

Hospital Corporation of America – Newton, MA  
Chief Financial Officer – Quincy Medical Center

1983-1991

Directed the financial operations of the healthcare corporation including the hospital (334 beds), Home Health Agency, P.H.O., D.M.E. Company, Psychiatric Unit and the Charitable Trust. Directed a staff of 110 FTEs for Accounting, Reimbursement, Budgeting, Patient Accounting, Admitting, Data Processing, Internal Audit, Medical Records and Purchasing. Additional responsibilities included accounting for the \$60,200,000 F.H.A. insured hospital revenue bond total replacement project, computer conversion, DRG cost accounting implementation, negotiation of physician contracts, HMO agreements and joint venture activities.

Hospital Corporation of America – Newton, MA  
Director of Reimbursement

1981-1983

Wentworth Douglas Hospital- Dover, NH  
Controller

1978-1981

Blue Cross/Blue Shield – Jacksonville, FL  
Senior Medicare Auditor

1973-1978

#### EDUCATION

Masters in Business Administration  
University of Southern New Hampshire, Manchester, NH  
Bachelor of Science  
University of South Florida, Tampa, FL

#### PROFESSIONAL AFFILIATIONS

Fellow, Healthcare Financial Management Association  
Associate, American College of Healthcare Executives  
Member, MHA Committee on Finance

Tracey Lonergan

433 Elm St.  
Concord, NH 03301  
lonergan.tracey@unh.edu  
603-717-6300

### Professional Strengths

- Administrative
- Event Management
- Process Improvement
- Strategic Planning
- Computer Skills
- Space Planning
- Facilities Management

### Career Achievements and Accomplishments

- Panelist, NH Governor's 1<sup>st</sup> LEAN Conference – spoke about the application of LEAN process improvement practices to NH Non Profit
- Leadership Award Manager of Year, Community Bridges, 2008
- Professional, Administrative, Technical Employee of the Year, University of New Hampshire, 2000 – selected as the sole recipient of this Award from over 900 Professional Staff
- Converted Medical Records from paper format to electronic health record system (over 1800 clients)
- Coordinated events from 15 person Board of Directors Retreats to Agency Milestone Anniversary Celebrations to UNH at Manchester Campus Graduation with 800 guests
- Coordinated Campus move to Millyard Campus; coordinated agency move of 110 staff offices from Bow to Concord, from Concord to new Concord location.

### Experience

Community Bridges, Concord, NH

2001 - Present

Vice President, Administrative Operations

Director, Administrative Operations

Office Manager

- Manage Teams: Information Technology Department, Administrative Support Team, Records Management department, Facilities and Fleet Manager, Intake Specialist and Representative Payee/Benefits Specialist – this includes hiring, supervising, setting individual and department goals, measuring progress and outcomes
- Coordinate Board of Directors activities, meetings and events, schedule and record meetings, update by-laws and board policies and procedures
- Agency-wide responsibilities – Coordinating events, trainings and retreats including travel coordination for guest speakers and trainers, accommodations, catering, and communication
- Manage physical plant – liaise with landlord regarding maintenance issues including coordinating inspections and testing of safety equipment. Negotiate contracts for office equipment, services and supplies
- Develop Capital Projects list for 10 residential properties owned by the agency and 23 accessible vans, develop maintenance schedules and coordinate services including landscaping and snowplowing, trash removal, paving, generator testing and maintenance, furnace and sprinkler system testing and inspections, vehicle maintenance, inspections, insurance and sublease contracts

- Workflow and Process Improvement – Create and maintain agency policies and procedures e-manual, HIPAA manual, Continuity of Operations Plan and Code of Conduct. Using LEAN process improvement tools work with teams to map workflow, perform root cause analysis to eliminate waste and create efficiencies in how work is completed
- As member of senior leadership participate in Strategic Planning process for five-year plan, Coordinate our redesignation process with NH DHHS, coordinate agency strategic initiatives
- Data Management – perform ongoing data maintenance, analyze and summarize data for Dashboards and for reports to external stakeholders

UNH at Manchester, Manchester, NH

1998-2001

Manchester Campus Manager

Renovation Coordinator

Assistant to Dean

Receptionist

- Scheduled classrooms according to academic calendar offerings
- Supervised Facilities Manager and maintenance staff and developed task checklists, coordinated security
- Worked with building tenant (restaurant) on facilities issues, parking, lease contract
- Renovation Coordinator for 75,000 sq ft Millyard Campus – worked with main campus construction management team, architects, interior designers and contractors
- Coordinated administrative aspects of faculty tenure reviews
- Coordinated faculty hiring, travel plans, accommodations, interview schedules, transportation
- Participated in College Dean Search Committee
- Assisted Dean with College Accreditation process by compiling data, records and completing site surveys
- Covered the Conference Center in absence of Conference Coordinator with scheduling, planning, parking, room set-up, audio/visual needs and catering for events from 10 people to 200 guests events ranged from presidential campaign launches to NH State Police annual morbidity and mortality conference
- Greeted guests and callers, assisted students, assisted faculty with class rosters, grades, copying, room set-up
- Coordinated AV/media equipment for faculty
- Assisted with Cultural Events including film series and jazz concert series

### Education and Training

- BA, History, English Minor, UNH – 1997, Magna Cum Laude
- Graduate Coursework in Leadership
- Excel Intermediate and Advanced certificate, 2016
- Certified Lean Continuous Process Improvement Facilitator, State of NH, 2012
- Variety of coursework and trainings in management, communication, Person-Centered Thinking, computer programs

## Sherry Harding, MS, SPHR

~~Email: Sherry.Harding@communitybridges.com~~

~~Phone: (603) 548-8858~~

### KEY QUALIFICATIONS

Company growth/acquisitions  
Recruitment/workforce planning  
Training/Assessment/Education  
Project Management Skills  
Innovative/Can do attitude  
Health and Safety/Workers Comp.  
Compensation/Benefit Programs  
Experienced in matrix/remote work

Coaching/Mentoring/Succession Planning  
Employee Relations/Problem Resolution  
Creative Problem Solver  
Positive Leader and Influencer  
Organizational Development/Strategic Planning  
Performance Review/Management  
HRIS Systems/Implementation  
15 years of Management experience leading teams

### PROFESSIONAL EXPERIENCE

**Community Bridges, Concord, NH**  
**Vice President of Human Resources & Operations**

**02/01/2009 – Present**

Provide human resource leadership and operational management as part of an executive management team in a non-profit environment.

- **HR Assessment** - successfully completed a redesign of the Human Resources Department to include orientation, recruitment practices, compliance, payroll, compensation, employee relations, HR policies and benefits to meet company needs for expansion.
- **Organizational leadership** - provide ongoing consultation to all management staff on employee relations and departmental structures. Implement and provide leadership training which includes new employee evaluation process, employee competency work, including strategic competency dashboards, provide executive level coaching.
- **Communication** - built a comprehensive communications program for employees as well as communication training for front line managers.
- **Innovative** - created a Wellness and Culture Program focusing on health and wellness which has resulted in only a 2.5% increase in health benefits over the past four years. Won Harvard Pilgrim Health Innovations Award 2012.
- **Lean Management** – as part of lean management team provide consultation and facilitation on work flow, departmental process/procedures and needs for optimal resource allocations.
- **Succession planning/Development** - designed and implemented coaching and succession planning processes to meet the needs for continued growth of the agency.
- **Customer service focused** – created a Human Resources Department that supports all managers/employees in the agency. HR is recognized and acknowledged as an integral business partner throughout the organization.
- **Fiscal responsibility** - decreased unemployment claims with a check back from trust of over \$13,000.00 in 2013 and \$35,000.00 in 2014.
- **Management** – eight direct reports – four in HR and four in customer service operational program

Fidelity Investments, FESCO, Solution Delivery, NH  
HR Director/Project Management Resource

08/2007 - 12/31/2008

Provide human resource and talent management leadership to Business Analyst community for Project Management Office.

- Project work - Successfully managed competency project to introduce paperless development analysis with comprehensive individual development plans for all associates. Provide training to all levels of the organization including to associates, managers, VPs and SVPs remotely.
- Organizational skills - managed bonus review cycle for all full time associates that tied directly to business unit objective and goals. Met project timelines through meetings, collection of feedback profiles, and compiling data for leadership review for performance measures. Presented feedback and competency review to all levels of organization and delegated workforce resources to project needs.
- Coaching/Mentoring - provide consulting services and input on strategic decisions to Project Manager, Director and VP level associates on employee relations, work performance, workforce planning, and organizational resources.
- Management - eleven direct reports in a matrix environment in multiple locations providing day to day operational management.
- Operations - managed operational activities for the department working with all levels of the organization and cross functional departments with a high level of interface with the technology group.

New Hanover Regional Medical Center, NC  
Director of Human Resource Operations

11/2006 - 07/2007

Provide ongoing consulting leadership in a large healthcare system with 4800+ employees. Focus was on complete process and improvement of recruitment and employee relation functions.

- Assessment - analyzed and implemented new recruitment practices to streamline recruitment process in order to satisfy hiring manager needs and to attract top talent in a tight healthcare labor market.
- Management - successfully hired six new staff members and filled vacancies for HR Department to complete new organizational structure of HR Department.
- Communications - effectively worked with managers and directors to improve communications between HR and our internal customers to ensure a consistent HR presence and set standards for all HR related functions in the areas of recruitment and employee relations.
- Innovation - implemented new Business Partner model to organization providing needed employee relations specialists to meet organizational needs for customer service and organizational pillar standards.
- Leadership - provided management and leadership to 14 HR professionals ensuring a coaching, mentoring experience that increased employee morale and produced highly effective results during the change management process with no loss of personnel in the department.
- Succession planning - worked with Vice President of HR to find my replacement to complete and continue work on change management initiatives.

Catholic Medical Center, NH  
*Director of Employment and Employee Relations*

03/2001-11/2006

Provide human resource leadership in a multi-facility environment with 1500+ employees with a high focus on employee relations, management consulting and strategic planning.

- Employee Relations – proactively delivered a high level of employee relations to include investigations, mediation, conflict resolution, career counseling, problem resolution, and coaching. Successfully counseled and/or coached employees and managers regarding employee relation's issues in complex situations staying within policies and legal environment requirements.
- Innovation - rebuilt a human resources team, which influenced key business decisions, including hiring and retaining key personnel in a tight healthcare labor market.
- Fiscal responsibility - successfully implemented a case management system for worker compensation, which resulted in decreased workers compensation costs and improved employee morale.
- Change management – provided coaching for managers for increased awareness of performance issues, process and procedure issues, and cross training functionality. Created communication plan for improved communication on units and set measurable goals. Maintain high level of creditability with all other departments in the facility fostering open communication and a high level of interpersonal communication resulting in increased use of human resources services for proactive problem solving and increased productivity.
- Project work - successfully lead team of recruiters to revamp and continuously improve process and procedures for recruitment, orientation, performance management, and all HR procedures in a fast paced environment. Successfully implemented a recruitment plan and hired qualified staff to open a new unit in the hospital meeting tight opening deadline.
- Customer service – Implemented standards for human resources group, which lead to a superior reputation of the HR department as a resource center.
- Leadership Development – implemented training program company wide. This training included leadership style, interviewing, team building, FMLA/Leave policy, and other related topics. Created, developed and taught programs on an annual basis.

**Software Knowledge:** Microsoft, Lawson, Visonware, Decision Point, GroupWise, Access Central, Visio, Mercury, eWorkplace, PSW, Lotus, WordPerfect, ABRA Pay, Infinium, FrontPage, Made to Manage, Realworld Accounting, Constant Contact, Mindjet, and LTC fund accounting.

**Education:** *Southern New Hampshire University*  
- Master of Science – Organizational Leadership

*Franklin Pierce College*  
- Associates Degree in Accounting  
- Bachelors Degree in Management/HR

**Certifications:** Senior Professional in Human Resources (SPHR) since 2001  
Certification in Professional/Life Coaching – ongoing at UNH

**Memberships:** Society for Human Resources Management. SHRM  
Manchester Area Human Resources Association, MAHRA

**References:** *Impeccable references provided by request*



## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Community Bridges

Name of Program/Service: Developmental and Acquired Brain Disorder Services

<b>BUDGET PERIOD:</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>
Richard Royse - CEO	\$143,000	0.00%	\$0.00
Richard Jeffcote - CFO	\$115,000	0.00%	\$0.00
Ann Potoczak - VP of CS	\$80,934	0.00%	\$0.00
Sherry Harding - VP Human Resources	\$82,500	0.00%	\$0.00
Tracey Lonergan - VP Admin Operations	\$73,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-10)

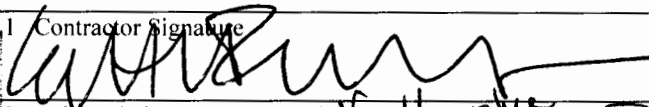
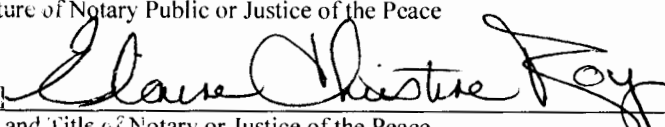
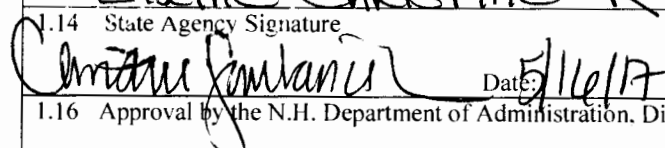
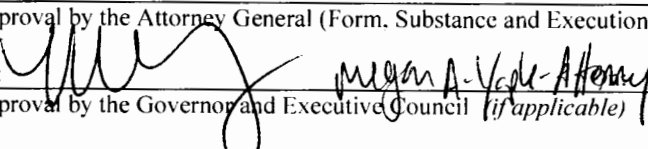
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive Atkinson NH 03811	
1.5 Contractor Phone Number 603-893-1299 ex 317	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$3,944,841.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth FERREIRA, BOB Chair	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>MAY 11, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, BDS	
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. Vade - Attorney Date: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



*VF*

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials VSF  
Date 5/11/12

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KF  
Date 5/11/17



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to

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Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services

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2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.





## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start

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date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

- 2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.
- 2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

- 2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.
- 2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

- 2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:
  - 2.10.1.1. Complete intake processing
  - 2.10.1.2. Determine eligibility for and types of services
  - 2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section
- 2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.



- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

**2.13. No Wrong Door System**

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;



- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

**2.14. Complaint Investigation**

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

**2.15. Maintenance of Fiscal Integrity**

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

2.15.2.1. Days of Cash on Hand

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- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

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- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four

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- (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

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## Scope of Services: Detailed Service Descriptions

### 1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
  - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
  - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
  - 1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.
  - 1.3.2. The Contractor shall include in said report:
    - 1.3.2.1. the name of the individual,
    - 1.3.2.2. the last date of services for the individual,
    - 1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and
    - 1.3.2.4. an explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region X defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
425

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.

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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
  - 4.7.3. All staff will have training at least annually in procedural safeguards.
  - 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
  - 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
    - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
    - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
    - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
  - 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
  - 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
  - 4.11. Part C Supplemental Services funding for children with Autism:
    - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
    - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
    - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or visions needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



**5. Family Support Services**

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
405	0	119600	228	177

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

**6. In-Home Support Services**

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 391 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 37 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$4000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract.

# Exhibit A-2 Community Crossroads, Inc.

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>			
	Community Support Services	25	57937
<b>Services</b>			
	Day	156	631983
	SEP	8	22945
<b>In Home Support Services</b>			
	In Home Supports	26	312
<b>Residences Which May Also Provide Community Participation Services</b>			
	Day	64	256730
	Residential	74	24149
<b>Residential Services</b>			
	Residential	64	19733
<b>Services to Persons With Acquired Brain Disorders</b>			
	Day	8	27379
	Residential	15	4773
	Consolidated Services	1	12
<b>Participant Directed and Managed Services</b>			
	Consolidated Services	59	718



Exhibit B

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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 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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- 4. Payment for Part C Supplemental Services funding for children who have Autism**
- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
  - 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
  - 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
  - 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
  - 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment Methodology for Development and Acquired Brain Disorder Services**
- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
    - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
    - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

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in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
  - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



**SPECIAL PROVISIONS**

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

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



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

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

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





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

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

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*5/11/17*



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

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

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

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

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

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

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

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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5/11/17



**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.

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*5/11/17*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

5/11/17  
Date

Contractor Name:

[Signature]  
Name:  
Title:

BOB, CHAIR



**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.

5/11/17  
Date

Contractor Name:  
[Signature]  
Name:  
Title: BOB CHAIR




**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

  
Date 5/11/17





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

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

**PRIMARY COVERED TRANSACTIONS**

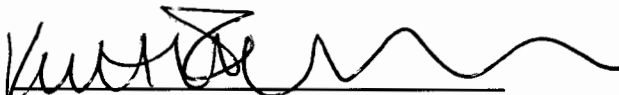
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

Date 5/14/17

  
Name: \_\_\_\_\_  
Title: BOD CHAIR

Contractor Initials CF  
Date 5/14/17



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

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

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

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

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

Exhibit G

Contractor Initials

108

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

Date

5/11/17

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

5/14/17  
Date

Contractor Name:

Name:

Title: BOB CHAITZ

Exhibit G

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

Contractor Initials

BC

Date

5/14/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

Date 5/11/17

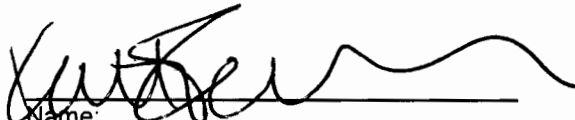
  
Name: \_\_\_\_\_  
Title: BOB CHAFF



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.

VF

5/11/17



Exhibit I

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

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

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



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

*JE*

*5/11/17*



Exhibit I

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

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

VE

5/14/17





Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*JOE*

*5/11/17*



Exhibit I

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

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

Department of Health and Human Services  
The State

Christine Santaniello  
Signature of Authorized Representative

Christine Santaniello  
Name of Authorized Representative

Director, BDS  
Title of Authorized Representative

5/16/17  
Date

Community Crossroads, Inc.  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Kenneth FERREIRA  
Name of Authorized Representative

BOB CHAFF  
Title of Authorized Representative

5/11/17  
Date



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

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

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

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

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

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

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

Date 5/11/17

Contractor Name:

Name:

Title: BOD CHAW



**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: 184213387
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 COMMUNITY CROSSROADS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 19, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64839



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

# Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

## CERTIFICATE OF VOTE

I, James Watson, do hereby certify that:


1. I am a duly elected Officer of Community Crossroads.
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 11, 2017:

**RESOLVED:** That the President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of May, 2017.

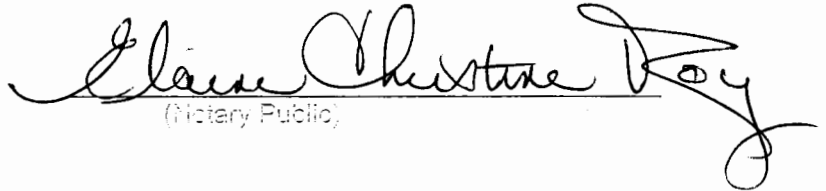
4. Kenneth Ferreira is the duly elected President of the Agency.

  
\_\_\_\_\_  
Signature of the Board Treasurer

STATE OF New Hampshire  
County of Frothingham

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

By James Watson  
Treasurer, Board of Directors

  
\_\_\_\_\_  
(Notary Public)

NOTARY SEAL:

Commission Expires: 6/18/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2017

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Carrie Morgan <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com <b>FAX (A/C, No):</b> (603) 645-4331	
<b>INSURED</b> Community Crossroads, Inc. DBA: Region 10 Community Support 8 Commerce Drive Atkinson NH 03811-2191		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	<b>NAIC #</b> 18058
		<b>INSURER B:</b> NY Marine & General Ins Co	16608
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 GL, BA, WC & Umb      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1572014	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1572021	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB562129	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<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"/> N	N/A	WC20160007486 (3a.) NH All officers included	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Crime</b>			PHSD1192301	11/1/2016	11/1/2017	Employee Dishonesty 1,000,000 Deductible 5,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Dept of Health & Human Services (DHHS) 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  T Franggos/JSC <i>Jalitha Franggos</i>
--	--

# Community Crossroads

GUIDANCE. SUPPORT. ADVOCACY.

## **Mission**

Our mission is to provide people in need of long term supports, either through age or disability, with the information, guidance, support and advocacy they need to remain in their chosen homes and live full, independent lives.

## **Vision for Those We Serve**

We envision a day when people with long-term care needs will take their place as full citizens within their communities and have equal opportunities to pursue life, liberty and happiness.

We envision a day when they will live full and independent lives – lives that include:

1. A clear vision for their own future with a sense of hope, possibility, and direction
2. A wide range of choices and the ability to determine how to live their lives
3. Strong, healthy relationships with family and friends
4. A safe and stable home to live in as long as they choose
5. Meaningful employment and a livable wage during their working years
6. A broader community that recognizes their individuality, gifts, and talents.
7. The flexible supports and services they need to live their lives.
8. Accessing all of their civil rights.

## **Guiding Principles**

*We believe that those we serve:*

1. Should have a broad range of choices
2. Can and should direct their lives. We provide present options and link them to supports, but they are the “drivers.”
3. Need and deserve natural systems of support and relationships
4. Have needs that will change over the course of their lives
5. Thrive best when they are fully included in their communities and live in non-institutional settings

*We believe that in order to achieve our mission we must...*

1. Respect the uniqueness of every person and family
2. Truly listen to those we serve
3. Provide flexible, person-centered support
4. Use data to improve the quality of our services
5. Pay attention and adapt to changes in our environment and to the changing needs of those we serve
6. Always advocate for the full civil rights of those we serve



*Financial Statements*

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**COMMUNITY CROSSORADS, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Community Crossroads, Inc.  
Atkinson, 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 financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

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

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

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

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

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

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

## ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

## ***Report on Supplemental Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The information included in the schedules of functional revenues is presented for purposes of additional analysis of the financial statements rather than to present the financial position, results of operations, cash flows, and functional expenses of the Organization, and it is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts  
Professional Association*

December 5, 2016  
Dover, New Hampshire

**COMMUNITY CROSSROADS, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

**ASSETS**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 1,945,422	\$ 3,063,942
Accounts receivable	2,211,438	1,053,018
Due from other area agencies	12,925	2,452
Investments	710,571	710,106
Other current assets	<u>82,123</u>	<u>79,711</u>
Total current assets	<u>4,962,479</u>	<u>4,909,229</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>1,139,884</u>	<u>1,156,106</u>
Total assets	<u>\$ 6,102,363</u>	<u>\$ 6,065,335</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 60,244	\$ 58,102
Accounts payable	1,543,321	1,557,477
Refundable advances	1,008,031	1,131,277
Accrued expenses	74,911	65,625
Accrued payroll, benefits and related taxes	<u>297,142</u>	<u>236,483</u>
Total current liabilities	2,983,649	3,048,964
<b>LONG TERM LIABILITIES</b>		
Long term debt, net of current portion	<u>679,635</u>	<u>741,582</u>
Total liabilities	3,663,284	3,790,546
<b>NET ASSETS</b>		
Unrestricted	<u>2,439,079</u>	<u>2,274,789</u>
Total liabilities and net assets	<u>\$ 6,102,363</u>	<u>\$ 6,065,335</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>SUPPORT AND REVENUES</b>		
Medicaid	\$ 22,886,509	\$ 22,313,044
State of NH - DHHS	913,055	1,181,480
Federal grant - DHHS	435,034	523,640
Rent income	146,146	147,796
Client resources	134,822	133,033
Third party insurance	14,279	23,382
Production/service income	161,389	32,050
Residential fees	138,863	121,578
Contributions and miscellaneous grants	6,592	9,018
Interest and dividends	30,173	31,253
Net realized gain on investments	16,284	1,191
Net unrealized loss on investments	(41,148)	(29,586)
Fundraising	127,692	115,423
Gain on sale of equipment	1,500	-
Other revenues	15,913	68,451
	<hr/>	<hr/>
Total support and revenues	24,987,103	24,671,753
	<hr/>	<hr/>
<b>FUNCTIONAL EXPENSES</b>		
Program Services:		
Case management	1,322,666	1,360,910
Other DHHS funded programs	21,956,188	21,498,684
	<hr/>	<hr/>
Total program services	23,278,854	22,859,594
	<hr/>	<hr/>
Supporting Activities:		
General management	1,304,533	1,341,879
Rental property management	149,084	139,400
Fundraising	90,342	85,663
	<hr/>	<hr/>
Total supporting activities	1,543,959	1,566,942
	<hr/>	<hr/>
Total functional expenses	24,822,813	24,426,536
	<hr/>	<hr/>
<b>INCREASE IN NET ASSETS</b>	164,290	245,217
<b>NET ASSETS, BEGINNING OF YEAR</b>	2,274,789	2,029,572
	<hr/>	<hr/>
<b>NET ASSETS, END OF YEAR</b>	\$ 2,439,079	\$ 2,274,789
	<hr/>	<hr/>

See Notes to Financial Statements

**COMMUNITY CROSSROADS, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 164,290	\$ 245,217
Adjustments to reconcile increase in net assets to net cash (used in) provided by operating activities:		
Depreciation	110,000	105,910
Net realized gain on investments	(16,284)	(1,191)
Net unrealized loss on investments	41,148	29,586
Gain on sale of property and equipment	(1,500)	-
Changes in operating assets and liabilities:		
Accounts receivable	(1,158,420)	(261,381)
Due from other area agencies	(10,473)	(2,452)
Other current assets	(2,412)	7,373
Accounts payable	(14,156)	128,534
Refundable advances	(123,246)	(146,539)
Accrued expenses	9,286	(42,215)
Accrued payroll, benefits and related taxes	60,659	31,427
	<u>(941,108)</u>	<u>94,269</u>
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(93,778)	(108,512)
Purchase of investments	(352,726)	(107,317)
Proceeds from sale of equipment	1,500	-
Proceeds from sale of investments	327,397	78,039
	<u>(117,607)</u>	<u>(137,790)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long term debt	(59,805)	(58,761)
	<u>(59,805)</u>	<u>(58,761)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	(1,118,520)	(102,282)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>3,063,942</u>	<u>3,166,224</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 1,945,422</u>	<u>\$ 3,063,942</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

STATEMENTS OF CASH FLOWS - CONTINUED  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

2016

2015

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash paid for interest during the year	\$ <u>26,649</u>	\$ <u>30,931</u>
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**SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES**

Improvements financed by long term debt	\$ <u>-</u>	\$ <u>60,000</u>
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See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other OHHS Programs	Residential & D.V.	Program Case Management	Total Program Services	General Management	Total DHS Funded	Rental Properties	Fundraising	2016 Totals
Salaries, wages, benefits, and taxes	\$ 971,264	\$ 292,233	\$ 287,385	\$ 50,020	\$ 97,697	\$ 410	\$ 626,001	\$ 154,279	\$ 1,909,040	\$ 939,238	\$ 2,910,048	\$ 54,085	\$ -	\$ 2,973,743
Contracted staff	2,010	-	-	-	97,697	-	2,812,047	-	3,229,107	-	3,229,107	-	-	3,229,107
Contractors	28,638	-	-	-	90	-	66,417	-	1,200,438	-	1,200,438	-	-	1,200,438
Medical and benefits	29,192	-	-	1,111,275	-	-	21,647	-	49,839	-	49,839	-	-	49,839
Accounting	-	-	-	-	-	-	1,667	-	1,667	-	1,667	-	-	1,667
Audit fees	-	-	-	-	-	-	-	-	-	10,910	10,910	-	-	10,910
Legal fees	1,936	570	-	130	-	-	1,698	-	2,696	1,698	4,294	25	-	4,319
Other professional fees	185,321	1,218	-	94,501	3,210,968	-	17,725	139	299,804	60,664	359,668	273	-	359,941
Subcontractors	-	-	-	-	-	-	11,821,221	-	15,032,120	-	15,032,120	-	-	15,032,120
Family Support for 521625 services	-	-	-	-	-	-	437,662	-	437,662	-	437,662	-	-	437,662
SQL development	778	1,642	-	-	-	214,650	-	661	217,040	21,890	239,530	-	-	239,530
Report	-	-	-	-	-	-	4,500	-	4,500	-	4,500	-	-	4,500
Printing expense	-	-	-	-	-	-	20,781	-	20,781	-	20,781	26,433	-	47,214
Utilities	8,068	2,470	-	565	-	-	9,307	-	20,850	6,847	27,697	5,254	-	32,951
Telephone and repairs	8,711	2,409	-	572	-	-	6,526	-	16,398	6,596	22,994	-	-	29,593
Other occupancy costs	12,144	3,485	-	780	-	-	8,485	-	24,932	9,196	34,128	795	-	34,923
Office supplies	14,369	4,068	-	936	-	-	2,148	916	21,457	11,704	34,161	-	-	35,393
Banking and postage	1,114	320	-	74	-	-	517	-	2,029	747	2,776	1,129	-	3,905
Client consumables	-	-	-	-	-	106	-	-	338	-	336	-	-	336
Equipment rental	10,989	3,153	-	722	-	-	-	-	14,863	8,420	23,183	719	-	23,902
Depreciation	-	-	-	-	-	-	-	-	110,000	-	110,000	-	-	110,000
AG/ONS (S)	534	45	-	-	-	-	-	255	784	196	980	-	-	980
Printing	3,802	799	-	183	-	-	-	-	4,784	2,450	7,234	182	-	7,416
Telephone and occupancy costs	13,592	3,858	-	899	-	-	-	-	18,349	11,183	29,532	626	-	30,158
Shipping and handling	5,874	1,045	-	386	-	-	-	7	7,906	4,376	12,324	383	-	12,707
Travel	44,231	6,534	-	5,893	1,973	-	78,183	14,083	142,778	10,740	153,518	2,774	-	156,292
Assistance to individuals	50,240	15,571	-	1,081	-	-	143,342	-	335,153	-	335,153	-	-	335,153
Registration	16,442	4,718	-	-	-	-	3,932	-	25,173	13,782	38,955	1,977	-	40,932
Membership dues	-	-	-	-	-	-	-	45	45	-	45	-	-	45
Fund assistance	13,813	72,951	-	12	-	-	-	962	72,951	51,165	124,108	923	99,342	172,851
Other expenses	-	67	-	-	-	372	-	-	19,218	-	19,218	-	-	19,218
<b>Total</b>	<b>\$ 1,322,666</b>	<b>\$ 537,833</b>	<b>\$ 287,385</b>	<b>\$ 1,274,099</b>	<b>\$ 3,310,639</b>	<b>\$ 215,960</b>	<b>\$ 16,160,343</b>	<b>\$ 171,242</b>	<b>\$ 23,269,854</b>	<b>\$ 1,303,403</b>	<b>\$ 24,573,257</b>	<b>\$ 143,084</b>	<b>\$ 99,342</b>	<b>\$ 24,622,613</b>

See Notes to Financial Statements



COMMUNITI CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2013

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHS Programs	Residential M.O.U.	Program Case Management	Total Program Services	General Management	Total DHS Funded	Rental Properties	Fundraising	2013 Totals
Salaries, wages, benefits and taxes	\$ 860,375	\$ 225,622	\$ -	\$ 52,857	\$ -	\$ 375	\$ 594,454	\$ 133,079	\$ 1,887,892	\$ 931,409	\$ 2,819,390	\$ 51,444	\$ -	\$ 2,872,934
Direct care contracted staff	25,347	-	269,933	985,204	1,969	-	3,196,634	3,542,634	3,542,634	-	3,542,634	-	-	3,542,634
Client evaluations	43,044	-	-	20	-	-	28,553	61,254	61,254	-	1,123,451	20	-	1,123,451
Medical and therapies	34,398	159	163	20	-	-	1,620	1,759	1,759	9,398	11,157	-	-	11,157
Accounting	-	-	-	-	-	-	-	-	-	29,000	29,000	-	-	29,000
Audit fees	3,170	910	-	233	-	-	-	4,233	4,233	2,400	6,633	209	-	6,842
Legal fees	-	-	-	-	-	-	-	-	-	66,107	66,107	382	-	66,489
Other professional fees	168,676	1,675	428	321,419	3,064,053	1,750	11,035,306	34,149,359	34,149,359	-	34,149,359	-	-	34,149,359
Production	-	-	-	-	-	-	439,150	439,150	439,150	-	439,150	-	-	439,150
Family Support for 521523 services	-	-	-	-	-	396,658	796	402,161	402,161	4,057	406,218	-	-	406,218
Staff development	3,452	1,315	-	-	-	-	-	-	-	18,000	18,000	-	-	18,000
Rent	-	-	-	-	-	-	10,000	10,000	10,000	-	10,000	-	-	10,000
Mortgage expense	-	-	-	-	-	-	20,473	20,473	20,473	-	20,473	-	-	20,473
Utilities	12,025	3,450	-	790	-	-	14,034	14,034	14,034	9,166	30,455	9,974	-	43,279
Telephone and internet	7,760	2,225	-	510	-	-	15,847	15,847	15,847	1,256	27,599	34,754	-	62,353
Transportation	2,056	3,471	-	735	-	-	8,221	8,221	8,221	9,190	34,743	782	-	34,535
Other occupancy costs	20,178	5,891	-	1,233	-	-	523	27,925	27,925	10,000	44,525	1,319	-	45,844
Physicians fees	2,327	644	-	147	-	-	845	3,963	3,963	1,667	5,630	636	-	6,266
Printing and reproducible	-	-	-	-	-	914	248	754	754	-	754	-	-	754
Cost reimbursables	7,990	2,478	-	499	-	-	-	10,967	10,967	17,646	16,615	437	-	16,912
Equipment rental	-	-	-	-	-	-	-	-	-	195,910	195,910	-	-	195,910
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising	559	-	-	-	-	-	-	219	219	133	392	-	-	392
Printing	3,450	848	-	154	-	-	-	4,452	4,452	3,577	8,069	192	-	8,252
Telephone and communications	15,000	4,481	-	1,621	-	-	-	21,092	21,092	11,958	33,040	1,018	-	34,058
Postage and shipping	5,705	1,503	-	381	-	-	-	7,689	7,689	4,388	12,237	379	-	12,606
Tripel	30,381	7,860	-	6,207	-	-	-	43,448	43,448	34,389	154,940	3,108	-	158,094
Assurance and insurances	38,176	88,597	-	280	-	-	83,777	169,737	169,737	286,710	286,710	-	-	286,710
Insurance	17,351	5,142	-	1,177	-	-	2,858	21,468	21,468	13,571	40,679	1,173	-	41,852
Memberships dues	-	50	-	-	-	-	-	50	50	350	513	-	-	513
Family assistance	-	68,094	-	-	-	-	-	68,094	68,094	-	68,094	-	-	68,094
Other expenses	12,769	454	-	155	530	237	967	15,752	15,752	71,697	87,435	1,151	85,662	87,249
<b>Total</b>	<b>\$ 1,960,910</b>	<b>\$ 414,617</b>	<b>\$ 270,634</b>	<b>\$ 1,324,967</b>	<b>\$ 3,101,636</b>	<b>\$ 399,534</b>	<b>\$ 16,161,695</b>	<b>\$ 145,451</b>	<b>\$ 22,539,594</b>	<b>\$ 1,341,979</b>	<b>\$ 24,201,473</b>	<b>\$ 139,436</b>	<b>\$ 65,563</b>	<b>\$ 24,426,286</b>

See Notes to Financial Statements

**COMMUNITY CROSSROADS, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Business**

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in February 2008, for the period October 1, 2007 through September 30, 2012. In July 2012, August 2013, June 2014 and October 2015, the State extended the re-designation period for one additional year through September 2013, 2014, 2015 & 2016, respectively. The Organization is currently working with the State on the re-designation process and anticipates it to be finalized during fiscal year 2017.

**Method of Accounting**

The financial statements of Community Crossroads, Inc. have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC).

**Basis of Presentation**

The financial statement presentation follows the recommendations of FASB ASC 958 "*Not-for-Profit Entities – Presentation of Financial Statements*". Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2016 and 2015, the Organization had only unrestricted net assets.

**Use of Estimates**

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

### **Donated Services**

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2016 and 2015. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

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

ASC 825, "*Financial Instruments*", requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short term nature of those instruments.

### **Cash Equivalents**

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2016 and 2015 were \$14,811 and \$12,463, respectively.

### **Investments**

The Organization accounts for investments in marketable securities in accordance with ASC 320, "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets.

### **Accounts Receivable**

Accounts receivables are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2016 and 2015. Accordingly, no allowance for doubtful accounts is considered necessary.

### **Property and Equipment**

Property and equipment is stated at cost if purchased or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific use. The Organization's policy is to capitalize costs for major improvements and charge repairs and maintenance currently for expenditures that do not extend the lives of the related assets.

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 5 to 30 years.

Depreciation expense for the years ended June 30, 2016 and 2015 was \$110,000 and \$105,910, respectively.

### **Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2013 - 2016), and has concluded that no provision for income tax is required in the Organization's financial statements.

### **Functional Allocation of Expenses**

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

### **Restricted and Unrestricted Revenue and Support**

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

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

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

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions.

The Organization had no temporarily restricted or permanently restricted net assets at June 30, 2016 or 2015.

### **Advertising**

Advertising costs are expensed as they are incurred.

### **Accrued Vacation**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employees. The amounts accrued at June 30, 2016 and 2015 were approximately \$193,000 and \$175,000, respectively.

## **NOTE 2. CONCENTRATIONS OF CREDIT RISK**

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$1,623,000 and \$2,650,000 at June 30, 2016 and 2015, respectively.

The Organization also uses a Sweep Repurchase Agreement in which a portion of its overnight bank deposit balances are swept into uninsured repurchase agreements. The repurchase agreements are backed by the U.S. Treasury.

With respect to investments, the Organization uses three investment firms to assist in providing a diversified portfolio of investments with strong credit ratings. The Organization is exposed to credit risks in the event of default by the issuers of investments to the extent recorded in the Statements of Financial Position.

The Organization received approximately 92% and 90% of its funding from Medicaid for each of the years ended June 30, 2016 and 2015, respectively. At June 30, 2016 and 2015, Medicaid accounted for approximately \$2,099,000 and \$975,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 5% and 7% of its funding from DHHS for the years ended June 30, 2016 and 2015, respectively. At June 30, 2016 and 2015, DHHS owed the Organization an amount on the fiscal year contract for 2016 and 2015 of approximately \$68,000 which is included in the 2016 and 2015 accounts receivable balances.

**NOTE 3. PROPERTY AND EQUIPMENT**

Property and equipment at June 30, 2016 and 2015 consists of the following:

	<u>Years</u>	<u>2016</u>	<u>2015</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	239,796	239,796
Equipment and furniture	3-5	457,894	419,082
Vehicles	5	80,747	68,798
Improvements	10-20	<u>558,586</u>	<u>539,968</u>
		3,100,943	3,031,564
Less accumulated depreciation		<u>(1,961,059)</u>	<u>(1,875,458)</u>
Total property and equipment, net		<u>\$ 1,139,884</u>	<u>\$ 1,156,106</u>

**NOTE 4. INVESTMENTS**

At June 30, 2016 and 2015, the Organization's investments consists of the following:

	<u>2016</u>		<u>2015</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 470,947	\$ 473,689	\$ 466,529	\$ 451,335
Exchange traded funds	<u>239,624</u>	<u>204,345</u>	<u>243,577</u>	<u>201,567</u>
Total	<u>\$ 710,571</u>	<u>\$ 678,034</u>	<u>\$ 710,106</u>	<u>\$ 652,902</u>

The values of the securities are subject to market fluctuations and are uninsured. See **Note 5** for fair value measurements.

**NOTE 5. FAIR VALUE MEASUREMENTS**

ASC 820, "*Fair Value Measurements and Disclosures*", establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under ASC 820 are described as follows:

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

Level 2 Inputs to the valuation methodology include:

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

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

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

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2016 and 2015.

*Mutual Funds:* Valued at the net asset value (NAV) of shares held by the Organization at year end.

*Exchange Traded Funds:* Valued at quoted market prices of shares held by the Organization at year end.

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

As of June 30, 2016 and 2015, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2016</u>	<u>2015</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 55,165	\$ 77,693
Growth funds	214,533	178,675
Income funds	64,974	65,749
Bond funds	136,275	144,412
Exchange traded funds, at fair value:		
Fixed income funds	106,726	86,206
Capital appreciation funds	<u>132,898</u>	<u>157,371</u>
Total investments at fair value	<u>\$ 710,571</u>	<u>\$ 710,106</u>

**NOTE 6. LONG TERM DEBT**

Long term debt at June 30, 2016 and 2015 consists of the following:

	<u>2016</u>	<u>2015</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,378 for principal and interest at the bank's base rate of 3.25% plus 2.5%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 135,911	\$ 145,196



Adjustable rate mortgage note payable to a bank in monthly installments of \$3,566 for principal and interest at the bank's base rate of .7% plus 2.5% through February 2018. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due January 2024.

395,380                      426,421

Adjustable rate mortgage note payable to a bank in monthly installments of \$1,354 for principal and interest at a rate of 5.00% through January 2021, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.

168,220                      176,316

Loan payable to a bank in monthly installments of \$1,107 of principal and interest at a rate of 4%. The loan is secured by real estate and is due in September 2019.

40,368                      51,751

739,879                      799,684

Less current portion

(60,244)                      (58,102)

\$ 679,635                      \$ 741,582

Future repayments on the long term debt are scheduled as follows:

2017	\$ 60,244
2018	62,469
2019	64,779
2020	57,034
2021	55,729
Thereafter	<u>439,624</u>
	<u>\$ 739,879</u>

**NOTE 7. LINE OF CREDIT**

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There were no advances from the LOC during the years ended June 30, 2016 or 2015.

**NOTE 8. REFUNDABLE ADVANCES**

Under the terms of the Organization's agreement with DHHS, the agency receives advances during the year based on an approved and/or revised budget.

At the end of each fiscal year, if the amounts advanced exceed actual expenses, the Organization must receive State approval to spend the excess for specific purposes. The State has the option to request the return of the excess.

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$1,008,031 and \$1,131,277 at June 30, 2016 and 2015, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

**NOTE 9. DEFINED CONTRIBUTION PLAN**

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to \$84,933 and \$70,402 in 2016 and 2015, respectively.

**NOTE 10. CLIENT FUNDS**

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$303,000 and \$283,000 as of June 30, 2016 and 2015, respectively.

**NOTE 11. SPECIAL EVENTS AND FUNDRAISING**

Each year the Organization holds fundraising and special events to help support various programs and projects. The following amounts comprised the net revenues from special events and fundraising for the years ended June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Golf tournament revenue	\$ 35,799	\$ 37,530
Less: golf tournament expense	<u>(19,147)</u>	<u>(17,118)</u>
Net golf tournament revenue	<u>16,652</u>	<u>20,412</u>
Other special events revenue	36,021	34,864
Gaming activities	55,872	43,029
Less: other special events expenses	<u>(13,154)</u>	<u>(13,360)</u>
Net other special events revenue	<u>78,739</u>	<u>64,533</u>
Special events and fundraising, net	<u>\$ 95,391</u>	<u>\$ 84,945</u>

**NOTE 12. RECLASSIFICATION**

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

**NOTE 13. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 5, 2016, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Other Non-DHHS Programs	2016 Total
Medicaid	\$ 942,931	\$ 231,588	\$ 201,834	\$ 421,202	\$ 3,644,071	\$ -	\$ 17,127,648	\$ 236,175	\$ 22,085,509	\$ 913,055	\$ 22,898,509	\$ -	\$ -	\$ 22,898,509
State of Ohio - DHHS	-	-	-	379,025	-	105,109	-	438,031	-	913,055	913,055	-	-	913,055
Federal grant - CHHS	-	-	-	-	-	-	-	-	-	-	435,034	-	-	435,034
Rentals	-	-	-	-	17,611	-	117,211	-	134,822	-	134,822	146,146	-	146,146
Client assistance	-	-	-	14,279	-	-	-	14,279	14,279	-	14,279	-	-	14,279
Travel and per diem	125,449	-	-	-	-	-	-	125,449	125,449	35,940	161,389	-	-	161,389
Professional services	-	-	-	-	-	-	138,863	-	138,863	-	138,863	-	-	138,863
Rentals	-	-	-	-	-	-	-	-	-	6,592	6,592	-	-	6,592
Contributions and miscellaneous funds	-	-	-	-	-	-	-	-	-	27,677	27,677	2,486	-	30,173
Interest and dividends	-	-	-	-	-	-	-	-	-	-	-	-	16,284	16,284
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	(41,148)	(41,148)
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	1,500	1,500
Gain on sale of property & equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	-	-	15,000	10,650	-	20	-	-	25,670	(12,034)	12,736	2,777	-	15,603
<b>Total</b>	\$ 1,069,390	\$ 231,588	\$ 296,634	\$ 776,118	\$ 3,662,582	\$ 105,129	\$ 17,383,722	\$ 236,415	\$ 23,769,620	\$ 970,330	\$ 24,739,950	\$ 161,819	\$ (23,304)	\$ 24,987,103

See Independent Auditors' Report

CONWAY HILL CROSSBOWS, INC.

SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2015

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHIS Programs	Respite % Day	Program CIP	Total Program Services	General Management	Total DHHIS Funded	Rental Properties	Fundraising	Other Non-DHHIS Programs	2015 Total
Medicaid	\$ 1,055,158	\$ 192,930	\$ 223,479	\$ 113,202	\$ 3,531,652	\$ -	\$ 16,543,208	\$ 73,115	\$ 22,313,044	\$ 1,191,480	\$ 22,313,044	\$ -	\$ -	\$ -	\$ 22,313,044
Sale of NH - DHHIS	-	-	-	-	-	37,557	-	-	37,557	-	1,191,480	-	-	-	1,191,480
Federal grant - DHHIS	-	-	-	485,783	-	-	-	-	523,040	-	523,040	-	-	-	523,040
Rent income	-	-	-	-	-	-	-	-	-	-	-	147,796	-	-	147,796
Client royalties	-	-	-	-	12,051	-	120,079	-	133,033	-	133,033	-	-	-	133,033
Third party insurance	-	-	-	23,392	-	-	-	-	23,392	32,052	55,444	-	-	-	78,536
Production/Service income	-	-	-	-	-	-	-	-	-	32,052	32,052	-	-	-	64,104
Residential fees	-	-	-	-	-	-	121,578	-	121,578	9,018	130,596	-	-	-	139,614
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	28,221	28,221	3,032	-	1,131	32,384
Interest and dividends	-	-	-	-	-	-	-	-	-	60,650	60,650	-	-	(29,586)	31,064
Net realized gain on investments	-	-	-	-	-	-	-	361	361	-	361	-	-	-	361
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	115,423	-	115,423
Other revenues	1,000	630	-	-	-	-	-	-	630	-	630	-	-	-	1,630
<b>Total</b>	<b>\$ 1,056,158</b>	<b>\$ 193,560</b>	<b>\$ 223,479</b>	<b>\$ 1,012,427</b>	<b>\$ 3,533,966</b>	<b>\$ 37,857</b>	<b>\$ 16,732,135</b>	<b>\$ 173,026</b>	<b>\$ 23,122,038</b>	<b>\$ 1,310,650</b>	<b>\$ 24,433,807</b>	<b>\$ 150,828</b>	<b>\$ 115,423</b>	<b>\$ (29,586)</b>	<b>\$ 24,671,753</b>

See Independent Auditors' Report

Community Crossroads Board of Directors  
Membership Roster

	Town Represented	Term expires		
Lorraine Butler	Derry	2017	©	Consumer
Kathleen Dayotis	Atkinson	2017		
John DeBaun	Sandown	2018		
Jim Dickerson, DMD	Salem	2017		
Kenneth Ferreira		2017	©	Family Member
Cathy Forgit	Hampstead	2016	©	Family Member
Elaine Lavin	Salem	2016	©	Family Member
Robin Knight	Sandown	2016	©	Family Member
Cathy Spinney	Pelham	2017	©	Family Member
Linda Steir	Atkinson	2017	©	Family Member
Barbara Strzykalski	Atkinson	2017	©	Family Member
James Watson	Derry	2017	©	Family Member
Laurie Giguere	Salem	© (Liaison from Family Support Council)		

\*\*© denotes Consumer

Officers:

Kenneth Ferreira, President	<a href="mailto:KTFJR@comcast.net">KTFJR@comcast.net</a>	2017
Linda Steir, Vice President		2017
James Watson, Treasurer	<a href="mailto:cgolfer@comcast.net">cgolfer@comcast.net</a>	2017
Kathleen Dayotis, Secretary		2017

Updated 8/23/16

# Dennis Powers

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## Summary of Qualifications

### Professional Experience:

- Extensive career in health and human services with emphasis on support of people with disabilities.
- Senior administrative experience in state government and private community organizations.
- Managed large numbers of employees in various settings and operating budgets up to \$168 million.

### Non Profit Experience:

- Chief Executive Officer of two private not-for-profit corporations in New Hampshire since 1990.
- Served on several non-profit Boards. President of HEARTS, Inc. (1990 – 1995) and President of Community Support Network, Inc. (1999 – 2000).

## Employment Experience

2011- Present  
Community Crossroads  
Atkinson, NH

### **President and Chief Executive Officer**

Serve as the CEO of a non- profit corporation with an operating budget of \$24 million, serving 1,100 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

2003 - 2011  
Community Support Network, Inc.  
Concord, NH

### **Executive Director**

Served as Chief Executive Officer of a not-for-profit association representing the 10 regional area agencies for developmental services in New Hampshire. Primarily responsible for legislative advocacy; promotion of best practices; development of new business opportunities; quality improvement and public education. In 2007 worked with legislative leadership to draft S.B.138, which effectively ended the waiting list for services in New Hampshire. In 2010 produced the film *Lost in Laconia*.

2002 – 2003

NH Department of Health and Human Services

Division of Developmental Services

Concord, NH

**Director**

Served as State Director of a nationally recognized community system serving 10,000 people with developmental disabilities and acquired brain disorders and their families.

Major responsibilities included managing a \$168 million budget; negotiating with federal funding sources such as CMS; representing the Division before the Governor and various legislative committees; managing two class action lawsuits; and oversight of three Medicaid Community Care Waivers.

1990 – 2002

Region 10 Community Support Services

Atkinson, NH

**Executive Director**

Chief Executive Officer of a not-for-profit corporation serving as the regional area agency coordinating supports to over 600 individuals with developmental disabilities from birth to elder years in southern New Hampshire.

Services included: Housing, Job Support, Service Coordination, Family Support, Early Supports and Services and other supports as needed. Region Ten was a participant in several national initiatives including the Home of Your Own Program and the Robert Wood Johnson Foundation Self Determination Project. Managed operating budget of \$11.5 million including federal, state, and fundraising dollars..

1988 – 1990

Career Paths

Harrisonburg, Virginia

**Chief Executive Officer**

Co-founder and CEO of a private employment referral network for human services professionals. Responsibilities included financial management of the organization strategic planning and development of relationships with public and private agencies nationwide providing services in mental health, substance abuse, and developmental disabilities.

1985 – 1988

Department of Internal Medicine

Medical College of Virginia /

Virginia Commonwealth University

Richmond, Virginia



### **Administrator**

Administratively responsible for the Department of Internal Medicine at a large state-supported academic health center. Major responsibilities involved management of a \$14 million budget including \$7 million in direct federal grant support; management of human resources including 160 faculty positions, 150 classified staff, 50 hourly employees, and 150 Housestaff (Interns and Residents); management of physical plant, including space allocation and renovation projects; and liaison with the MCV Hospital and McGuire V.A. Medical Center.

1982 - 1985

Maryland Dept. of Health & Mental Hygiene  
Mental Retardation & Developmental Disabilities Administration  
Baltimore, Maryland

### **Director, Intensive Behavior Management Program**

Designed and served as first Director of a comprehensive community based state-wide system of support services to prevent the need to (re)-institutionalize individuals with intellectual disabilities and mental illness. Major responsibilities included management of a \$3 million budget; supervision of 41 State of Maryland employees and 30 employees of the University of Maryland School of Medicine; management of grants and contracts with community providers of day and residential services; supervision of 4 intensive behavioral management community residences and a 20 person short term treatment program. Also responsible for the ongoing implementation of the Grabau v. Hughes settlement agreement.

### **Director, Phillips Program**

Served as the Chief Administrative Officer of an ICF/MR with a licensed capacity of 100. The Phillips Program was developed in response to the Knott v. Hughes and Grabau v. Hughes litigations and served as a transitional program for individuals with intellectual disabilities and mental illness moving from large institutions to community residences. During the program's two-year existence, 71 individuals were successfully placed into the community, allowing the facility to be closed and the resources reallocated to fund the Intensive Behavior Management Program (IBMP).

Major responsibilities involved management of a \$1.5 million budget, including 82 professional and para-professional staff positions and management of the two lawsuits mentioned above. Simultaneously responsible for the orderly closure of the facility while developing and implementing the Maryland Intensive Behavior Management Program. Managed both programs during the period of July 1983 – May 1984.

1977 – 1982  
Columbus Developmental Center  
Columbus, Ohio

**Health Services Administrator**

Administratively responsible for the medical department of a state residential center serving 750 adults and adolescents with developmental disabilities. Duties included management of ancillary services such as pharmacy; emergency medical services; x-ray; laboratory; and dental clinic as well as a 14 bed acute hospital. Also, responsible for the coordination of services between the facility and local community hospitals and physicians, budget preparation, and policy development.

**Assistant Program Director**

Responsible for development of biennium budget for program and residential services; development of program section of institutional policy and procedure manual; development of in-service training package for middle management staff; development of proposal for day-care services for employee dependents; and participation in the Superintendent's Task Force to review management practices at the facility.

**Unit Manager**

Chief administrative officer of a developmental living unit serving 280 adults and adolescents. Unit III consisted of 4 residential buildings with a staff of 205 professional and direct care staff. Management responsibilities included interviewing and hiring all unit staff; employee counseling and evaluation; labor relations between unit administration and three employee labor unions; development of unit policies and procedures; and supervision of unit budget for equipment and supplies. Programmatic responsibilities included: development and implementation of the annual review process for each client, design and implementation of in-service training for direct-care and supervisory staff; and monitoring compliance with ICF/MR standards in certified buildings.

1973 - 1977  
Northern Virginia Training Center for the Mentally Retarded  
Fairfax, Virginia

**Team Leader**

Supervised two living units at a state residential training center for people with developmental disabilities. Unit 3A was a unit of adults and children; Unit 5C was a unit serving 28 adults. Responsibilities included supervision of two direct-care teams of fifteen employees, each on a 24 hour basis; design and implementation of individual habilitation plans; coordination of community resources, including pre-vocational workshops; and facilitation of interdisciplinary team meetings.

### **Developmental Technician**

Worked on a living unit of 28 adults. Duties included supervision of evening shift in Team Leader's absence, implementation of independent living skills programs, administration of medications, and coordination of volunteers. In addition, served as a living unit trainer for new staff in training.

### **Developmental Aide**

Served as an aide on a living unit of adults with physical and developmental disabilities. Duties included carrying out personal care and self-help programs and physical therapy. First three months of employment were spent in classroom training and community placement. Spent three weeks assigned to a classroom at the Daytime Development Center in Fairfax, Virginia working with pre-school age children.

## **Education**

### **M.A. Public Administration Hospital and Health Services Administration (1980)**

The Ohio State University-John Glenn College of Public Affairs  
Columbus, OH

### **B.S. Psychology (1971)**

Saint Joseph's University- Philadelphia, PA.

Additional post graduate courses taken at **George Mason University**; **Virginia Commonwealth University**; and **University of New Hampshire**.

## **Additional Professional Activities**

- New Hampshire Managed Care Task Force
- UNH Institute On Disability Executive Committee
- CQI Leadership Institute – Rivier College
- New Hampshire Institutional Review Board
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies
- Interagency Coordinating Council For Early Intervention
- State Family Support Council
- UNH Family Leadership Series- Group Leader
- Executive Producer of film "Lost in Laconia"
- Membership on various Legislative Study Committees

## **Community Board Memberships**

- New Hampshire Brain Injury Association  
*Board Member 2004- 2010*
- HEART Systems, Inc. Board of Directors  
*1990 – 2002 (President 1990 – 1995)*
- Community Support Network, Inc. –  
*Board Member 1995 – 2002; 2011-present*

WILLIAM DILLON CPA



- Certified Public Accountant
- Master of Business Administration
- 12 Years Accounting Experience
  - 8 years supervisory level
  - 4 years manufacturing experience
  - 3+ years "Big 6" experience
- Strong analytical and Lotus spreadsheet skills
- Objective: Acquire position in upper management in accounting/finance field.

EMPLOYMENT HISTORY:

Controller

Hanover Development Group, Exeter, NH

Managed all accounting functions and prepared, analyzed, interpreted and maintained all accounting records for this real estate development company. Spearheaded installation of computerized accounting and job costing system which resulted in more efficient reporting and the provision of more detailed information. Developed bank proposals and made presentations for project financing. Established construction budgets for analysis of investment worthiness. Responsible for cash flow projections, cash management and review. Extensive property management responsibilities. Supervised and trained accounting staff. 1987 - 1991 (last six months as consultant).

Cost Accounting  
Manager

Warren Pumps, Inc., Warren, MA

Managed cost accounting department for this mid-size manufacturer. Established groundwork for revision and upgrade of standard cost system. Prepared and analyzed cost of goods sold statement for monthly financial reports. Directed the physical taking of and pricing of periodic inventories. Responsible for training and on-going staff supervision. 1986 - 1987.

**Assistant Controller**     **Guardian Industries Corporation, Webster, MA**

Responsible for product standard cost implementation, monthly financial report preparation and analysis, product pricing, and customer credit limits. Supervise accounts payable, order entry, customer invoicing and review, and accounts receivable departments. 1983 - 1985.

**Staff and Senior Auditor**

**Arthur Andersen & Co., Hartford, CT**

Responsible for auditing financial reports and related information of various public and privately held corporations in the manufacturing, financial services and not-for-profit industries. 1980 - 1983.

**EDUCATION AND CERTIFICATION:**

Certified Public Accountant, 1983.

University of Miami  
Masters in Business Administration, 1979.  
Accounting Concentration

University of Vermont  
Bachelor of Arts - Mathematics, 1975.

**REFERENCES:**

Available upon request.

# Cynthia Mahar

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## Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Twenty eight year career in Human Services in support of people with developmental disabilities.
- Twenty years experience. in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

## Experience

### 2011 – Present

Community Crossroads, Inc. Atkinson, NH  
Area Agency Director

- Organizational operations and services to 900 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$19 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

### 2009-2011

**Community Support Network Inc.(CSNI) Concord NH**  
**Director of Special Projects**

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.
- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

### 1993-2009

Region 10, CSS.Inc.

Atkinson NH

### **Community Services Director**

- Senior manager of department serving over 700 individuals with developmental disabilities and their families. .Operations management responsibilities for all services provided by the agency.
- Reported to Executive Director. and. responsible to the Family Support Council, a volunteer board, for budget expenditures and services.
- Major responsibilities included, assisting individuals and families in developing community connections, supervision, leadership, contract negotiations, mediation, problem solving, and compliance with state regulations. Established relationships with state and local community agencies. Education and advocacy of area legislators and board of directors.

1990-1992

### **Director of Service Coordination**

- Held senior management position reporting to the Executive Director. .
- Supervision of 10 Service Coordinators.
- Responsible for budget negotiations.

1987-1992

### **Vocational Services Director**

- Managed employment programs and monitored all vocational services provided by the agency.
- Marketing and networking with local business groups and employers.
- Established Local Business Advisory Council with stakeholders and employers.

## **Education**

2006 **Masters Degree in Business Administration**

Franklin Pierce College

Rindge NH

1986 **Bachelors of Arts Degree in Human Services Administration**

Merrimack College, North Andover, Ma

1980 **Associates of Science Mental Health Technology**

Northern Essex Community College, Haverhill, Ma.

## **Member Affiliations**

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership



## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Bureau of Developmental Services

Agency Name:

Community Crossroads, Inc

Name of Program/Service:

Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY <del>18</del> <sup>17</sup> (7/1/1 <del>8</del> <sup>7</sup> - 6/30/1 <del>8</del> <sup>7</sup> )				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Dennis Powers -- CEO	\$128,750	1.50%	98.50%	\$1,931.25
Cynthia Mahar -- Executive Director	\$92,700	1.50%	98.50%	\$1,390.50
William Dillon -- CFO	\$85,000	1.50%	98.50%	\$1,275.00
Kelly Judson -- Svc. Coord. Supervisor	\$72,100	1.50%	98.50%	\$1,081.50
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
<b>TOTAL SALARIES</b> (Not to exceed Total Salary Wages, Line Item 1 of Budget request)				<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). 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: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-02)

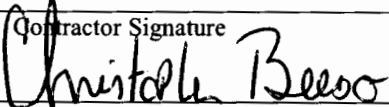
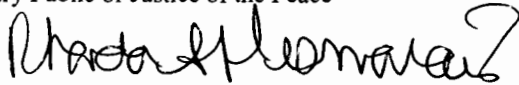
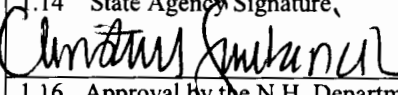
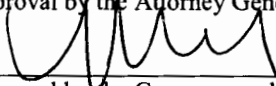
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Developmental Services of Sullivan County		1.4 Contractor Address 654 Main Street Claremont NH 03743	
1.5 Contractor Phone Number 603-504-1547	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$2,991,845
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Beaso; Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>15<sup>th</sup> May 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Rhonda S Desmarais, Administrative Supervisor			
1.14 State Agency Signature, 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Ford - Attorney On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials CB  
Date 5/15/17



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to



Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services

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2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.

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## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start



date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.

2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.

2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing

2.10.1.2. Determine eligibility for and types of services

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.



- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;



- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

#### **2.14. Complaint Investigation**

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

#### **2.15. Maintenance of Fiscal Integrity**

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

##### **2.15.2.1. Days of Cash on Hand**

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- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).



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- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four



(24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.





## Scope of Services: Detailed Service Descriptions

### **1. Provisions Applicable to All Services in Exhibit A-1**

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
  - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
  - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
  - 1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.
  - 1.3.2. The Contractor shall include in said report:
    - 1.3.2.1. the name of the individual,
    - 1.3.2.2. the last date of services for the individual,
    - 1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and
    - 1.3.2.4. an explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region II defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
180

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
- 4.7.3. All staff will have training at least annually in procedural safeguards.
- 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
- 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
- 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
- 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
- 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



**5. Family Support Services**

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
233	5	54013	8	220

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

**6. In-Home Support Services**

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 13 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 300 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 3 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 5 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.





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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract.

# Exhibit A-2 Developmental Services of Sullivan County

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>	Community Support Service	29	18575
<b>Community Participation Services</b>	Day	58	228233
	SEP	28	10368
<b>In Home Supprt Services</b>	In Home Supports	24	336
<b>Residences Which May Also Provide Day Program Services</b>	Day	57	239450
	Residential	118	37401
<b>Residentail Services</b>	Residential	12	3514
<b>Services to Persons With Acquired Brain Disorders</b>	Day	9	34381
	Residential	13	4148
	Consolidated Services	4	58
<b>Participant Directed and Managed Services</b>	Consolidated Services	63	956



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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- 4. Payment for Part C Supplemental Services funding for children who have Autism**
- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
  - 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
  - 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
  - 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
  - 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment Methodology for Development and Acquired Brain Disorder Services**
- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
    - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
    - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
  - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
- 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
- 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

7. Allocation of Funding

- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



**SPECIAL PROVISIONS**

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

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



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

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

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





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

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



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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**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.

5/15/17  
Date

Contractor Name: Developmental Services of Sullivan County  
Christopher Basso; Vice President  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/15/17  
Date

Christel B. VanPelt  
Name:  
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/15/17  
Date

Contractor Name: Developmental Services of Sullivan County  
Christa R. Via  
Name:  
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

CB

5/15/17

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Developmental Services of Sullivan County

5/15/17  
Date

Christine B. Van Pelt  
Name:  
Title:

Exhibit G

Contractor Initials CB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/15/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

5/15/17  
Date

Contractor Name: Developmental Services of Sullivan County  
Christine R. Van Presb  
Name:  
Title:



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

CB

5/15/17



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*CB*

*5/15/17*



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

CB

5/15/17





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Christine Santaniello  
Signature of Authorized Representative

Christine Santaniello  
Name of Authorized Representative

Director, BDS  
Title of Authorized Representative

5/16/17  
Date

Developmental Services of Sullivan County  
Name of the Contractor

Christine Beese  
Signature of Authorized Representative

Christopher Beese  
Name of Authorized Representative

Vice President  
Title of Authorized Representative

5/15/17  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Developmental Services of Sullivan County

Christa R. [Signature]  
Name:

Title:

5/15/17  
Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: \_\_\_\_\_
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: _____

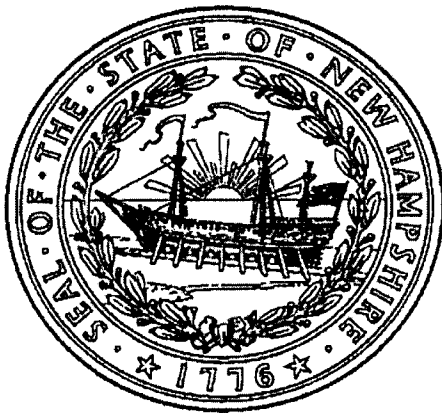
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66014



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 17th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Susan Parry, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Developmental Services of Sullivan County.  
(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 04/24/2017:  
(Date)


**RESOLVED:** That the Vice President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 15 day of May, 2017.  
(Date Contract Signed)

4. Christopher Beeso is the duly elected Vice President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

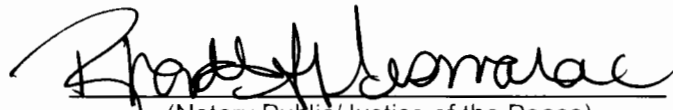
  
(Signature of the Elected Officer)

STATE OF NH

County of Sullivan

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2017.

By Susan L. Parry  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/26/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Brown &amp; Brown (Merrimack)</b> 309 Daniel Webster Highway Merrimack, NH 03054 Greg Meyer	<b>Phone: 603-424-9901</b>  <b>Fax: 866-848-1223</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : *Hanover Insurance Company</b> <b>INSURER B : Wesco Insurance Company</b> INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
<b>INSURED</b> <b>Developmental Services of Sullivan County Inc. dba Pathways of the River Valley</b> <b>Michael Quinn, CFO</b> 654 Main Street Claremont, NH 03743		<b>NAIC #</b>  <b>25011</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			ZHVA348703	06/30/2016	06/30/2017	EACH OCCURRENCE \$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>3,000,000</b>	
							PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>	
							<b>Emp Ben.</b> \$ <b>1,000,000</b>	
A	<b>AUTOMOBILE LIABILITY</b>			AHVA35882300	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		UHVA348710	06/30/2016	06/30/2017	EACH OCCURRENCE \$ <b>2,000,000</b>	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WWC3105091	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ <b>500,000</b>	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>	
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>	
A	Data Processing			ZHVA348703	06/30/2016	06/30/2017	Contents \$ <b>5,000</b>	
A	Property Section			ZHVA348703	06/30/2016	06/30/2017		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mark Mills excluded from Workers Compensation Coverage

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Health  
 and Human Services  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





**PathWAYS is dedicated to expanding the opportunities that enrich the lives of people with disabilities. Our passion is working together with children, adults and their families to create their own desired future in their own community. We provide our services in a spirit of partnership and respect.**

**Grafton County  
24 Hanover Street  
Lebanon, NH 03766  
603-448-2077**

[www.pathwaysnh.org](http://www.pathwaysnh.org)

**Sullivan County  
654 Main Street  
Claremont, NH 03743  
603-542-8706**



*Financial Statements*

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**DEVELOPMENTAL SERVICES OF  
SULLIVAN COUNTY, INC.  
d/b/a  
PATHWAYS OF THE RIVER VALLEY**

**FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Developmental Services of Sullivan County, Inc.  
d/b/a Pathways of the River Valley  
Claremont, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related statement of functional expenses for the year ended June 30, 2016, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments; the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley as of June 30, 2016 and 2015, and the changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Developmental Services of Sullivan County, Inc.'s., d/b/a Pathways of the River Valley June 30, 2015 financial statements, and our report dated December 23, 2015, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of functional public support and revenue on page 6 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone McDonnell & Roberts*  
*Professional Association*

Wolfeboro, New Hampshire  
November 9, 2016

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.  
d/b/a  
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 1,076,184	\$ 732,055
Accounts receivable, net	952,413	561,923
Bequest receivable	-	116,387
Prepaid expenses	<u>15,842</u>	<u>12,661</u>
Total current assets	<u>2,044,439</u>	<u>1,423,026</u>
<b>NONCURRENT ASSETS</b>		
Property, equipment and vehicles, net	1,601,181	1,586,666
Loan origination fees, net	5,698	2,255
Security deposits	7,975	7,547
Investment in insurance captive	<u>29,961</u>	<u>29,961</u>
Total noncurrent assets	<u>1,644,815</u>	<u>1,626,429</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 3,689,254</u></b>	<b><u>\$ 3,049,455</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 100,181	\$ 227,912
Accounts payable and accrued expenses	<u>1,450,848</u>	<u>1,011,547</u>
Total current liabilities	1,551,029	1,239,459
<b>LONG TERM LIABILITIES</b>		
Long term debt, net of current portion shown above	<u>600,935</u>	<u>265,844</u>
Total liabilities	2,151,964	1,505,303
<b>NET ASSETS</b>		
Unrestricted	<u>1,537,290</u>	<u>1,544,152</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 3,689,254</u></b>	<b><u>\$ 3,049,455</u></b>

See Notes to Financial Statements

**DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.**  
**d/b/a**  
**PATHWAYS OF THE RIVER VALLEY**

**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u><b>2016</b></u>	<u><b>2015</b></u>
<b>PUBLIC SUPPORT AND REVENUE</b>		
Medicaid	\$ 17,889,807	\$ 17,553,867
Client and program fees	393,317	519,985
Division of Mental Health and Developmental Services	373,932	203,394
Grants	25,634	22,673
Contributions	1,305	50
Investment return	65	60
Gain on sale of property	600	3,750
Other	<u>118,712</u>	<u>84,652</u>
Total public support and revenue	<u>18,803,372</u>	<u>18,388,431</u>
<b>EXPENSES</b>		
<b>Program Services</b>		
Service coordination	1,266,504	1,214,537
Combined day services	1,137,182	1,162,940
Early support services	399,820	396,066
Enhanced family care	2,157,432	1,866,533
Independent living	3,698,087	3,319,718
Community residences	5,559,857	5,448,188
Community support	161,312	189,915
Subcontractors	2,411,074	2,469,676
Family support	<u>270,806</u>	<u>402,465</u>
Total program services	17,062,074	16,470,038
<b>Supporting Activities</b>		
General management	<u>1,748,160</u>	<u>1,691,088</u>
Total expenses for program and support services	<u>18,810,234</u>	<u>18,161,126</u>
<b>CHANGE IN NET ASSETS</b>	(6,862)	227,305
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,544,152</u>	<u>1,316,847</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,537,290</u>	<u>\$ 1,544,152</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.  
d/b/a  
PATHWAYS OF THE RIVER VALLEY

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (6,862)	\$ 227,305
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	147,223	126,605
Gain on sale of assets	(600)	(3,750)
Changes in assets and liabilities		
(Increase) decrease in accounts receivable - net	(390,490)	74,534
Decrease in bequest receivable	116,387	-
(Increase) decrease in prepaid expenses	(3,181)	76,378
Increase in security deposits	(428)	(752)
Decrease in refundable advances	-	(90,709)
Increase (decrease) in accounts payable and accrued expenses	<u>439,301</u>	<u>(218,794)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>301,350</u>	<u>190,817</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property, equipment and vehicles	(159,337)	(87,334)
Proceeds from sale of assets	<u>600</u>	<u>3,750</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(158,737)</u>	<u>(83,584)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Decrease in due to another area agency	-	(74,000)
Increase in loan origination fees	(5,844)	-
Proceeds from long term debt	640,000	-
Repayment of long term debt	<u>(432,640)</u>	<u>(218,483)</u>
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<u>201,516</u>	<u>(292,483)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	344,129	(185,250)
<b>CASH AT BEGINNING OF YEAR</b>	<u>732,055</u>	<u>917,305</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 1,076,184</u>	<u>\$ 732,055</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 21,787</u>	<u>\$ 35,867</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Equipment financed by long term debt	<u>\$ -</u>	<u>\$ 29,199</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

d/b/a  
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUE  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH COMPARATIVE TOTALS FOR 2015

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2016 All Programs	Total 2015 All Programs
<b>PUBLIC SUPPORT AND REVENUE</b>												
Medicaid	\$ 2,014	\$ 700,455	\$ 879,740	\$ 334,815	\$ 3,374,232	\$ 4,342,702	\$ 5,372,350	\$ 100,373	\$ 2,593,794	\$ 191,430	\$ 17,889,607	\$ 17,553,867
Client and program fees				15,631	116,450	9,786	217,297		32,130		398,317	519,965
Division of Mental Health and Developmental Services				225,832	147,040						373,932	203,304
Grants	634		25,000								25,634	22,673
Contributions	1,305										1,305	50
Investment return	65										65	60
Gain on sale of property	600										600	3,750
Other	33,657	59,939	17,054		10,862						118,712	84,652
<b>Total public support and revenue</b>	<b>\$ 38,275</b>	<b>\$ 757,394</b>	<b>\$ 921,994</b>	<b>\$ 577,308</b>	<b>\$ 3,648,503</b>	<b>\$ 4,392,488</b>	<b>\$ 5,589,647</b>	<b>\$ 100,373</b>	<b>\$ 2,625,924</b>	<b>\$ 191,430</b>	<b>\$ 18,803,372</b>	<b>\$ 18,368,431</b>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

d/b/a  
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH COMPARATIVE TOTALS FOR 2015

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2016 All Programs	Total 2015 All Programs
<b>PERSONNEL COSTS</b>												
Salaries and wages	\$ 64,736	\$ 82,163	\$ 684,314	\$ 101,563	\$ 261,228	\$ 1,014,561	\$ 1,606,330	\$ 93,831	\$ 11,026	\$ 660	\$ 5,468,865	\$ 5,618,779
Employee benefits	165,063	106,664	139,533	18,930	25,727	272,690	276,923	31,903		2,996	1,039,427	811,624
Payroll taxes	82,451	60,447	47,696	7,763	20,414	74,027	117,586	6,871			417,255	435,551
<b>PROF. FEES AND CONSULTANTS</b>												
Client treatment/services	1,526	15,761	(18,948)	230,692	1,760,889	1,802,020	14,827	350		182,881	3,999,490	3,749,424
Fees/payroll preparation	4,413	5,799	9,050	2,926		11,119	19,608	3,192			53,220	35,879
Subcontractors		8,097				213,495	2,448,511		2,369,520	13,750	5,051,362	4,509,081
Accounting/auditing fees							5			1,590	56,072	40,688
Legal fees	69,340	65,564	2,020	2,217		5,009	409,771		6,130	884	561,535	280,874
Other professional fees												
<b>STAFF DEVELOPMENT AND TRAINING</b>												
Journals and publications	432	278		490			175	225		225	1,322	1,602
Conferences and conventions	1,011		60		65		257	56		56	1,727	15,911
Other staff development	29,243	4,966	2,299	72	1,700	1,459	877				31,522	77,346
<b>OCCUPANCY COSTS</b>												
Rent	14,162		41,036				14,632				70,828	107,197
Heating costs	4,187	3,799	2,483	742		1,018	20,938			809	42,876	74,359
Other utilities	7,441	4,900	10,895	930	130	1,280	52,603			1,023	79,284	95,743
Other occupancy costs	39,645	8,042	6,509	1,765	968	2,123	64,183			3,823	128,063	182,143
<b>CONSUMABLE SUPPLIES</b>												
Office	12,729	4,739	2,842	1,365		887	5,816			881	29,711	31,105
Building/household	1,833	2,923	1,419	347	614	496	22,245			220	29,303	35,030
Food		146	233		541	720	53,489			50	55,159	73,137
Medical		673	450		2,718		12,897			59	16,799	5,112
<b>EQUIPMENT RENTAL</b>												
EQUIPMENT MAINTENANCE, IT	37,821	2,631	4,368	418	3,598	5,990	7,624	1,637			63,477	40,445
EQUIPMENT MAINTENANCE, OTHER	88,573	6,770	12,293	5,259		16,525	20,429	1,525			152,941	149,725
<b>DEPRECIATION AND AMORTIZATION</b>												
ADVERTISING	86,019	10,698	8,995	4,864	4,356	4,328	54,848			434	147,223	126,805
PRINTING	38,500	739		760	360	5,677	25,618				95,273	116,174
TELEPHONE	2,602	5,053	10,880	1,185	556	4,498	26,979	2,274		1,334	4,461	6,441
POSTAGE/SHIPPING	4,736						143				57,495	63,571
	12,955	50	35								13,183	17,853
<b>Total carried forward</b>	\$ 1,623,643	\$ 1,139,314	\$ 979,664	\$ 382,338	\$ 2,037,069	\$ 3,438,502	\$ 5,327,934	\$ 140,983	\$ 2,386,755	\$ 211,878	\$ 17,718,770	\$ 16,813,462

See Notes to Financial Statements



**DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.**  
 dib/a  
**PATHWAYS OF THE RIVER VALLEY**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2016**  
**WITH COMPARATIVE TOTALS FOR 2015**

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2016 All Programs	Total 2015 All Programs
Total carried forward	\$ 1,623,643	\$ 1,139,314	\$ 979,654	\$ 382,338	\$ 2,087,969	\$ 3,438,502	\$ 5,327,934	\$ 140,983	\$ 2,386,755	\$ 211,078	\$ 17,718,770	\$ 16,813,462
<b>TRANSPORTATION</b>												
Staff	11,890	29,097	35,134	7,947	14,033	48,805	49,244	2,512		910	197,632	197,762
Clients	83	335	50,385		10,064	78,593	13,290	8,119			160,718	136,902
<b>ASSISTANCE TO INDIVIDUALS</b>												
Client assistance	21	54,358	1,719	506	25,078	31,882	2,271	55,024	10,379		189,797	254,488
Clothing		83	1,528		4,691		19,463			154	25,930	20,561
Community integration		15								15		
<b>INSURANCE</b>												
Malpractice and bonding	5,750		1,201				5,717				12,668	14,278
Vehicles	10,697		2,899		1,051		8,999				23,646	31,742
Property and liability	16,415		3,044		1,168		15,921				36,548	41,501
Workers compensation	39,419	42,058	57,395	6,906	11,020	102,023	105,064	9,699		698	374,882	482,544
<b>MEMBERSHIP DUES</b>												
DAD DEBTS	219		562				99				870	790
Interest expense	8,080		1,562		1,482	25	7,205				8,039	26,000
Miscellaneous	11,523	1,244	2,139	2,123	286	307	4,060		5,940	2,342	21,787	35,867
	20,411										30,852	105,329
<b>Total functional expenses</b>	<b>\$ 1,748,160</b>	<b>\$ 1,266,504</b>	<b>\$ 1,137,182</b>	<b>\$ 399,639</b>	<b>\$ 2,167,432</b>	<b>\$ 3,698,007</b>	<b>\$ 5,569,897</b>	<b>\$ 161,312</b>	<b>\$ 2,411,073</b>	<b>\$ 270,805</b>	<b>\$ 18,810,234</b>	<b>\$ 18,161,125</b>

See Notes to Financial Statements

**DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.**  
d/b/a  
**PATHWAYS OF THE RIVER VALLEY**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

Developmental Services of Sullivan County, Inc. d/b/a Pathways of the River Valley (Pathways) is a New Hampshire nonprofit corporation that provides personnel, services and facilities for the training, care and development of developmentally disabled individuals throughout Sullivan County and the area known as the Upper Valley Region in New Hampshire. Pathways has been approved by the State of New Hampshire, Division of Developmental Services as the provider of services for individuals with developmental disabilities for its designated region.

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting.

**Basis of Presentation**

Pathways prepares its financial statements in accordance with Financial Accounting Standards Board Accounting Standards Codification 958 (ASC 958) *Not for Profit Entities*. Under ASC 958, the Organization is required to report information regarding financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2016 and 2015, Pathways had only unrestricted net assets.

**Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Accounts Receivable**

Pathways provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. At June 30, 2016 and 2015, the allowance for doubtful accounts was approximately \$12,000 and \$19,000, respectively.

### **Property and Depreciation**

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings	39 years
Leasehold improvements	5 to 25 years
Furniture, equipment and software	5 to 20 years
Vehicles	4 to 5 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2016 and 2015 was \$144,822 and \$124,350, respectively.

### **Loan Origination Fees**

Loan origination fees associated with the refinancing of Pathways' note payable on March 31, 2013 (Note 6) amounted to \$8,456. The costs were amortized on the straight line method over the term of the note, forty five months. The note was paid off and the remaining loan origination fees were written off during the year ended June 30, 2016. The Organization entered into a new note agreement on April 7, 2016 (Note 6) which resulted in additional loan origination fees of \$5,844. The costs are capitalized and amortized over the life of the loan, 60 months. Amortization expense for the years ended June 30, 2016 and 2015 is \$2,401 and \$2,255, respectively.

### **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 for its financial instruments. Pathways' financial instruments consist of cash, short-term receivables and payables, and short-term notes payable. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2016 and 2015.

### **Contributions**

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values as of the date of receipt. No amounts have been reflected in the statements for donated services as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated their time to Pathways program services. Also, the Board of Directors serves as volunteers.

### **Donations and Appropriations**

All donations and appropriations are considered to be available for unrestricted use unless specifically restricted by the donor.

### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Pathways financial statements for the year ended June 30, 2015, from which the summarized information was derived.

### **Functional Allocation of Expenses**

The costs of providing the various programs and services have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Accrued Earned Time**

Pathways has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to \$223,867 and \$227,303 at June 30, 2016 and 2015, respectively.

### **Advertising Policy**

Pathways' policy is to expense advertising costs as they are incurred.

### **Income Taxes**

Pathways is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined Pathways to be other than a private foundation within the meaning of Section 509(a).

Management has evaluated Pathways' tax positions and concluded that Pathways has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. Pathways is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

## **2. INVESTMENT RETURN**

The investment returns for the years ended June 30, 2016 and 2015 represents interest income from bank accounts.

## **3. PROPERTY, EQUIPMENT AND VEHICLES**

As of June 30, 2016 and 2015, property, equipment and vehicles consisted of the following:

	<b><u>2016</u></b>	<b><u>2015</u></b>
Land and buildings	\$ 2,050,361	\$ 2,003,208
Furniture, equipment and software	431,719	345,180
Vehicles	298,765	287,120
Leasehold improvements	<u>78,787</u>	<u>78,787</u>
	2,859,632	2,714,295
Less accumulated depreciation	<u>1,258,451</u>	<u>1,127,629</u>
Property, equipment and vehicles, net	<u>\$ 1,601,181</u>	<u>\$ 1,586,666</u>

4. **INVESTMENT IN INSURANCE CAPTIVE**

In May 2013 Pathways entered into a captive insurance program, sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive. Pathways and all other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The participant investment into the captive insurance program amounted to \$29,961 at June 30, 2016 and 2015.

5. **BANK LINE OF CREDIT**

Pathways entered into a \$200,000 revolving line of credit agreement (the line) with a bank on April 7, 2016. The line is due on demand and calls for monthly variable interest payments based on the LIBOR Advantage Rate (ranging from .4373% to .4689% from April 2016 through June 30, 2016) plus 2.50%. The line is secured by all Pathways' assets. There was no outstanding balance on the line at June 30, 2016 and 2015.

6. **NOTES PAYABLE**

The notes payable as of June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
5.976% note payable to a bank in monthly installments of principal and interest of \$5,626. The note was collateralized by a first mortgage on the land and buildings of Pathways and was paid off during the year ended June 30, 2016.	\$ -	\$ 68,613
Note payable to a bank in monthly installments of principal of \$9,400, plus interest. Interest was stated at the LIBOR Advantage Rate (ranging from .1882% to .4373% for July, 2015 to April, 2016 and .1535% to .1859% for July, 2014 through June, 2015) plus 4.75%. The note was secured by a first security interest in all assets and was paid off during the year ended June 30, 2016.	-	304,574
Notes payable to various finance institutions in monthly installments for principal and interest ranging from \$298 to \$747 with maturity dates ranging from October, 2017 to June, 2019. The notes have interest rates ranging from 3.99% to 7.20% and are collateralized by vehicles owned by Pathways.	71,783	120,569

Note payable to a bank in monthly installments of principal of \$5,333, plus interest. Interest was stated at the LIBOR Advantage Rate (ranging from .4373 to .4689 for April to June 2016) plus 2.75%. The note matures on April 7, 2021 at which time the remaining balance shall be paid. The note is collateralized by the Orford Road Property owned by the Organization.

	<u>629,333</u>	<u>-</u>
	701,116	493,756
Less current portion due within one year	<u>100,181</u>	<u>227,912</u>
Total long term debt	<u>\$ 600,935</u>	<u>\$ 265,844</u>

Pathways is required to maintain a debt service coverage ratio of 1.10 to 1.00 and was in compliance with this covenant at June 30, 2016.

The scheduled maturities of the notes payable as of June 30, 2016 were as follows:

<b><u>Year Ending</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 100,181
2018	89,540
2019	74,062
2020	64,000
2021	<u>373,333</u>
	<u>\$ 701,116</u>

#### 7. **OPERATING LEASES**

Pathways leases facilities from unrelated parties under the terms of operating leases with various expiration dates through July, 2016. The payments under these leases totaled \$70,028 and \$107,197 for the years ended June 30, 2016 and 2015, respectively. The future minimum annual lease payments for these leases are as follows:

<b><u>Year Ending</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 50,513
2018	42,257
2019	<u>8,820</u>
Total	<u>\$ 101,590</u>

8. **CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS**

Pathways' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2016 and 2015, approximately 95% of the support and revenue of Pathways was derived from Medicaid. The future level of services provided by Pathways is dependent upon the funding policies of Medicaid or securing additional sources of income. The accounts receivable due from Medicaid at June 30, 2016 and 2015 was \$919,421 and \$518,564, respectively. Pathways does not require collateral on these receivables due to the nature of the revenue source. In order for Pathways to receive this support, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for its designated region. This designation is renewed every five years.

Pathways maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At June 30, 2016 and 2015 cash balances in excess of FDIC coverage aggregated approximately \$848,000 and \$577,000, respectively

9. **RETIREMENT PLAN**

Pathways maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. Pathways contributes up to 10% of the base compensation of eligible participants to the plan. Contributions to the plan for the years ended June 30, 2016 and 2015 were \$103,131 and \$97,790, respectively.

10. **FLEXIBLE BENEFITS PLAN**

Pathways maintains a flexible benefits plan for its employees. Substantially all full-time employees are eligible to participate. There is no contribution required from Pathways to this plan

11. **CONTINGENCIES**

Public support and revenue received from Federal, State and local government sources are regularly subject to audit and possible adjustment. No provisions have been made for this contingency because specified amounts, if any, have not been determined by government audits or assessed as of June 30, 2016 and 2015.

Pathways has been named as a co-defendant, along with the State of New Hampshire, in a lawsuit related to services rendered to a Pathways client by the plaintiff. The plaintiff attempted to bill Pathways for excluded services under certain contracts. Pathways intends to vigorously defend the claim, which it considers groundless. The ultimate resolution of this matter is not ascertainable at this time. No provision has been made in the financial statements related to this claim.

**12. CLIENT FUNDS**

As of June 30, 2016 and 2015, Pathways has custody of funds on behalf of its consumers in the amount of \$66,306 and \$50,991, respectively.

**13. BEQUEST RECEIVABLE/BOARD DESIGNATED FUNDS**

During the year ended June 30, 2014, Pathways learned they were named a beneficiary of a trust. The total amount of the receivable due from the bequest at June 30, 2015 was \$116,387. The receivable was received in full during the year ended June 30, 2016. The funds were deposited into the operating account and are designated by the Board to be used for special projects. At June 30, 2016, \$116,387 remains in the operating account related to the bequest.

**14. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**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. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 9, 2016, the date the financial statements were available to be issued.





## BOARD OF DIRECTORS

### EXECUTIVE COMMITTEE

#### PRESIDENT

Ralph Puckett



#### VICE PRESIDENT

Chris Beeso



#### SECRETARY/TREASURER

Susan Parry



Ted Brayman



Patricia Witthaus



### MEMBERS

Kelly McCarthy\* (Adult/Self Advocacy Group)



Rose Ann Tardiff\* (Adult/Self Advocacy Group)



Susan Truman\* (Family Support Council)



Janette Coombs\* (Parent)



**Mark Mills, M.S.**

### **Employment History**

**July 2000 to Present: Pathways of the River Valley, Claremont and Lebanon New Hampshire**

#### ***Chief Executive Officer***

Chief Executive Officer responsible for the operations of an area agency providing services to over 600 individuals with disabilities and their families. Responsibilities include developing and managing an annual budget of over 15 million; developing, working with and reporting to the agency board of directors; providing leadership and supervision to a staff of over 250; participating in state level planning as a member of the Community Support Network (CSNI); and working with various advocacy groups and community organizations in Sullivan County.

**March 1988 to July 2000: Community Bridges, Concord, New Hampshire**

#### ***7/99 to 7/00: Director of Operations***

Responsibility for the planning, fiscal management and supervision of the operations of the entire agency including Early Intervention Services, Family Support Services, Case Management Services, Residential Services, Independent Living Services, and Day Habilitation Services. Duties include providing supervision to a team of three Directors, a 12-person management team and over 60 staff members. Work closely with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning.

#### ***7/97 to 7/99: Director of Service Development and Provision***

Responsibility for the planning, fiscal management and supervision of Independent Living Services, Residential Services and Day Habilitation Services provided by the agency. Duties include providing supervision to a team of four managers and over 25 staff members. Participation on a four person Executive Management Team which works with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning. Provide coordination of regional self-determination project.

#### ***9/94 to 7/97: Service Development Coordinator***

Responsible for design and implementation of individualized community based supports for individuals with acquired brain disorders or developmental disabilities and their families. Duties include facilitation of planning process to design supports, evaluation of service proposals, negotiation of service design and budgets with vendor agencies, developing new service areas and providing technical assistance to treatment teams.

#### ***3/88 to 9/94: Case Manager***

Responsible for planning and coordination of services to adults with developmental disability and acquired brain disorder.

**1993 to 2000: New Hampshire Technical Institute, Concord, New Hampshire**

Adjunct Faculty responsible for coordinating the Community Social Services program and teaching courses in the Human Services Program. Duties include hiring faculty, curriculum development, lecturing, planning and implementing class content and evaluation of student performance. Courses taught included: Assessment and Individual Planning, Introduction to Community Social Services, Interviewing, Learning and Behavior, Human Services Seminar, Group Counseling and Human Service Practicum.

**1987 to 1988: Central New Hampshire Community Mental Health Center, Concord, New Hampshire**

Residential Counselor responsible for providing residential support, skills training and situational counseling to adults with chronic mental illness.

### **Education**

1996 Master of Science in Human Services, with a concentration in Community Psychology, Springfield College.

1994 Bachelor Degree in Behavioral Science, University System of New Hampshire.

1986 Associate Degree in Human Services, New Hampshire Technical Institute.

#### **Accomplishments**

- Current Chair, Board of Directors, Sullivan County Oral Health Collaborative/Claremont Dental Center
- Current Chair, Board of Directors, Community Support Network Incorporated (CSNI)
- Current member, Board of Directors, New Hampshire Diversity Concepts
- Past member Sullivan County Regional Coordinating Council
- Past President, Board of Directors, United Way of Sullivan County
- Past member/Advocacy Committee Chair, Board of Directors, Greater Claremont Chamber of Commerce
- Past member, City of Claremont Master Plan Advisory Committee
- Past member, City of Claremont Open Space Development Task Force
- Past member, Board of Directors, TASH New England
- Past member, Board of Directors, New Hampshire Brain Injury Association.
- Recipient of the 1998 Noyes Award for Excellence in Leadership at Community Bridges.
- Presented "Emerging Practice in Consumer Contracts to Maximize Choice and Authority" at the 1999 TASH National Conference in Chicago, Illinois.
- Presented "Customizing Community Supports to Maximize Individual and Family Control" at the 1998 TASH National Conference in Seattle, Washington.
- Presented on "Self-Determination" at the 1998 Annual National Conference for the Robert Wood Johnson Foundation's Self-Determination Project in Minneapolis.
- Presented "Mutual Growth in the Community of a Classroom" at the 1998 New England Organization of Human Services Educators
- Presented "Community Development and Community Organizing" at the Developmental Disability Council Sponsored Professional Leadership Series in February 1998.
- Presented "Constructing Individual Supports in the Community For Individuals with Brain Injury" at the 1996 New Hampshire Brain Injury Association's Thirteenth Annual Conference.
- Presented on Service Brokerage at the 1996 conference "What We Are Learning About Individualized Planning in New Hampshire Community Developmental Services".
- Presenter on Self-Determination for individuals with disability at the 1995 New Hampshire Care-Givers Conference
- Past member of State-Wide Acquired Brain Injury Needs Assessment Data Analysis Committee and Project Response Advisory Board
- Past member of State of New Hampshire Advisory Committee for The Robert Wood Johnson Foundation funded "Transition of New Hampshire' Regional Service System".

# Dora F. Markwell

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## Professional Qualifications

### **PathWays of the River Valley, Claremont NH**

Chief Operations Officer, Feb 2006 - present

- Responsible for the oversight of agency operations and support services
- Participates in agency budget development and provides oversight for operational revenue and expenses
- Develop and implement quality assurance initiatives, and development initiatives
- Serves on leadership team

### **PathWays of the River Valley/Developmental Services of Sullivan County, Claremont, NH**

Family Services Director/Family Services Manager, May 1997 - February 2006

- Responsible for the overall provision of supports within the Family Service Department. Includes Family support, Service Coordination, and Nursing
- Supervised a team of Nurses, Family Service Coordinators, and Administrative Support providers
- Managed the service proposal process

### **Developmental Services of Sullivan County, Claremont, NH**

Family Services Coordinator, October 1988 - May 1997

- Responsible for service coordination and advocacy for individuals with developmental disabilities
- Develop and monitored service agreements
- Facilitated person centered planning
- Responsible for benefit coordination

### **Developmental Services of Sullivan County, Claremont, NH**

Residential Program Coordinator January 1987 - July 1998

- Responsible for the coordination of the residential supports for individuals with developmental disabilities. Managed 5 homes
- Responsible for the hiring and training of residential support providers, including ongoing supervision and evaluations of approximately 20 employees.

### **HAP Enterprises, Beaver PA**

Residential Support Programs June 1982 - June 1986

- Residential Director June 1984 - June 1986
- Program Coordinator June 1983 - June 1984
- Direct Support Provider June 1982 - June 1983

## Education

Edinboro State University, Edinboro, Pa

- Bachelor of Arts in Sociology

**MICHAEL W. QUINN**

**PATHWAYS OF THE RIVER VALLEY**  
Claremont, New Hampshire

**CHIEF FINANCIAL OFFICER**  
Mar. 2013-Present

**MERCHANTS BANK**  
South Burlington, Vermont

**VICE PRESIDENT**  
Oct. 2012-Mar. 2013

**LEDYARD NATIONAL BANK**  
Hanover, New Hampshire

**VICE PRESIDENT**  
Nov. 2009-Oct. 2012

Manage and develop relationships with larger, more complex commercial customers and prospects at small community bank. Loans and commitments total \$40M. Originated \$7M in new business during 2010. Identified and managed reductions in \$8M in adversely graded credits. Authored articles and acted as spokesperson on small business for the bank. Contributed to new Loan Policy Manual.

**QA, LLC**  
Essex Junction, Vermont

**PRINCIPAL**  
Jan.-Nov. 2009

EB-5 Immigrant Investor program; other business consulting.

**STATE OF VERMONT**  
Montpelier, Vermont

**COMMISSIONER OF ECONOMIC DEVELOPMENT**  
Mar. 03-Dec. 08

Responsible for leading statewide economic development activities with full range of responsibilities including: retaining and expanding Vermont businesses and recruiting new businesses; coordination and grants oversight for 12 regional development corporations, SBDC, other grantees, \$6M budget development and oversight; public, community and legislative relations.

**Grant Financing Innovation** – implemented CDBG financing terms that increased early stage flexibility, allowing higher probability of success, extended repayment, while encouraging early payback through rate incentives.

**Business Outreach Program** – acquired and implemented CRM software, structured outreach program; increased company consultations 22%.

**International Trade** – Technical assistance up 63%, trade missions up 50%.

**Government Procurement** – 27% increase in contracts to \$55M; successfully proposed significant increase in Federal and state funding.

**Recruitment/Expansion** – implemented GIS online, site selection process; significant recruitment wins in competitive environment; similar results in competitive expansion challenges; creating over 2,000 new jobs in technology-based as well as traditional industries and retaining thousands more.

**Operational** – recommended and collaborated in consolidating Finance, IT, Media Relations functions to Agency level reducing Agency and Department overhead and freeing funding for client support.

Initiated and lead research and implementation of programs for reversing adverse demographic trends: researched and reported on incubation/entrepreneurship/ risk-capital dynamic; significantly increased collaboration among Economic Development, Labor and Agriculture.

Successfully proposed to Governor and Legislature expansion of programs representing a budget increase of about 33% to \$6 million – (3) new staff members for business outreach and recruitment, workforce development increased 300%, regional economic development corporations up 40%.

**BANKNORTHCOMMERCIAL LENDING OFFICER & TEAM LEAD/SVP 1998-2003**

Burlington, Vermont

**COMMERCIAL LENDING OFFICER & TEAM LEAD/VP 1991-1998**

Developed and managed a combined diverse portfolio of \$200 million in C&I and CRE commitments.

Responsible for majority of Vermont Bank's syndicated loan portfolio; developed team's lending, customer service and sales skills.

- Individual portfolio CAGR of over 18%, consistently exceeding budget.
- Individually booked \$180 million in new business, approximately 2/3 locally originated.
- Low average delinquency levels; below bank averages.

- Aggressively identified weak credit situations and managed appropriately; no loan losses in originated portfolio.
- As Product Manager, helped establish and implement an A/R factoring product. Recommended developing proprietary product, and product was transferred to ABL development group.

**BANK OF VERMONT**

Burlington, Vermont

**VICE PRESIDENT, COMMERCIAL LOANS**

1989-1991

Managed diverse \$35 million C&I, CRE and workout portfolio

- Identified and developed money market line of credit with major borrower, resulting in increasing credit relationship by 150%.
- Established new \$500K relationship between bank's leasing company and local manufacturer.
- Restructured major credit relationship to protect bank against negative impact from failed affiliate, downturn in industry.

**IRVING FINANCIAL CENTERS**

Burlington, Vermont

**VICE PRESIDENT, COMMERCIAL LOANS**

1987-1989

Developed new C & I loan business for Irving Trust Company's Vermont start-up Loan Production Office. Marketed to Irving customers and prospects to provide sophisticated financing tools for plant expansion, acquisitions and working capital needs. Managed commercial lending assistant. Total financings provided in 1988 - \$17.5 million including IRB and ABL, exceeding plan by 25%

**CHITTENDEN BANK**

Burlington, Vermont

**VICE PRESIDENT, REGIONAL OFFICER**

1985-1987

Managed team responsible for commercial loan portfolio and marketing bank services.

- Credit File Conversion Project – Standardized the format for credit files.
- Automation of Collateral Pricing – Implemented regular reporting of securities-collateralized loans.
- Identified and restructured \$1 million in outstanding loans, reducing bank's risk.
- Added \$3.2 million in new commitments in 1986, a 60% increase.
- Booked new business of \$1.7 million in first half of 1987.

**WELLS FARGO**

New York, New York

**AVP, COMMERCIAL BANKING**

1983-1985

Managed a portfolio of 40 accounts totaling \$100 million in commitments and \$38 million in outstandings. Marketed banking services to Fortune 1,000 companies headquartered in the Northeast.

Activities included:

Negotiation of a \$540M leveraged lease with multiple parties and complex terms.

- Increased by 50% the bank's involvement in a medium sized industrial company.
- Enhanced non-interest income through the bank's non-credit products
- Increased involvement in a revolving credit facility by 40%.
- Obtained approval for and closed a \$100 million participation in an acquisition financing.

**NATIONAL WESTMINSTER BANK, USA**

Yonkers, New York

**COMMERCIAL BANKING OFFICER**

1981-1983

Community Banking Officer and Middle Market Relationship Manager

**AMERITRUST COMPANY OF STARK COUNTY**

Canton, Ohio

Lending Officer (1981)  
Commercial Credit Manager (1979 - 1981)  
Operations Officer (1974 - 1979)

**COMMUNITY** Pathways of the River Valley – Secretary/Treasurer; United Way - Treasurer, Director, Allocations Committee Chair; School Board Budget Review Sub-committee - Chair; Champlain Vocational Services (training and employment services for disabled) - President, Director; Brian Duble for Lt. Governor 2000, 2002 - Treasurer; Village/Town Joint Community Development Committee - Co-chair; Trustee First Congregational Church; various others.

**EDUCATION** Ohio University, Athens, Ohio, BBA degree; Quantitative Methods; post baccalaureate – Manhattan College, Center for Creative Leadership, Leadership Champlain, RMA, AIB, others.

**CORINNE M. SHOMPHE**



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**EDUCATION:**           **Gordon College, Wenham, Massachusetts**  
                          **Bachelor Of Arts, May, 1980**  
                          **Major in Sociology**  
                          **Concentration in Social Service and Special Education**

**PROFESSIONAL  
EXPERIENCE:**

- Oct. 94 - Present**   **DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY**  
                          **Claremont, New Hampshire**  
                          **Director of Support Services**  
                          **Responsible for the direction of four Community Residential Programs and three Apartment programs for adults and youths with Developmental Disabilities. Responsible for monitoring staff performance, staff scheduling, active treatment, and implementation of agency Personnel Policies. Oversee the recruitment and hiring of all staff for assigned programs. Assists in the development of agency budget and responsible for monitoring program expenditures. Recommends development of agency operational policies and procedures .**
- Aug. 93 - Apr. 94**   **SOUTH MIDDLESEX ASSOCIATION FOR RETARDED CITIZENS**  
                          **(SMARC), Ashland, Massachusetts**  
                          **Acting Director of Operations**  
                          **Responsible for all Human Resource functions for private non-profit agency. Coordinated and implemented newly developed Worker's Compensation Program. Revised all job descriptions to be functional. Worked closely with medical personnel, insurance companies and consultant to minimize the number of staff injuries, reduce agencies Workers Comp. Costs and revised job functions allowing for injured employees to return to work. Coordinated entire agency training program for all direct care and administrative staff.**
- Sept. 86- July 91**   **SMARC, Framingham, Massachusetts**  
                          **Director, Vocational Programs**  
                          **Selected, directed, and managed four managers with staffs totaling 33. Oversaw rehabilitation, sheltered workshops, product and commercial services, employment services and sales/ marketing departments for both in-house and off-site programs. Developed and administrated over \$1.5 million in operating budget. Obtained and maintained all DOL Certificates, OSHA regulations, state licenses, and CARF accreditation's. Worked closely with DMR, MRC, residential staff, parents, and guardians.**
- May 85 - Sept. 86**   **SMARC, Framingham Massachusetts**  
                          **Director of Development**  
                          **Responsible for maintaining the development budget, all agency PR materials, chaired and maintained the fundraising committee, developed copy for proposals, researched the identification of foundations, trusts, corporations, businesses for fundraising support and**

coordinated special events.

- Sept. 83 - May 85** SMARC, Framingham, Massachusetts  
**Case Manager**  
Responsible for the development, implementation, and monitoring of the individual service plans for assigned clients. Monitored work skills, provided social/emotional support, counseling, and crisis intervention. Maintained, organized case records and provided job skill training.
- Aug. 81-Sept.83** SMARC, Framingham, Massachusetts  
**Program Supervisor**  
Service delivery to, case management of, and advocacy for assigned clients. Developed, implemented, and monitored individual service plans for assigned clients. Provided social/emotional support, counseling, and crisis intervention. Maintained organized case records and provided job skill training.
- Sept. 80 - Aug 81** SMARC, Framingham, Massachusetts  
**Residential Staff Advocate**  
Developed, implemented, and monitored individual service plans, maintained clients financial records, maintained and organized case records, assisted clients with ADL skills, and coordinated services in the community.

**AWARDS:** Administrator of the Year, MCHSP, 1991

References available upon request.



# Paul Vittum



## Experience

**PathWays of the River Valley, Family Services Director** [REDACTED] **October '13 - current**

- Assess, edit and approve Individual Service Agreement documents as a designee for the Area Agency Executive Director.
- Manage the company's request for proposal and new vendor qualification process.
- Deliver routine supervision and daily oversight to the agencies Family Service Coordination team including the development and management of the service area budget and billing.
- Direct development initiatives as it relates to assisting individuals to receive and utilize funding.
- Participate in routine statewide committee meetings including; case management and Advanced Authorization.
- Conduct interviews and screen applicants applying for employment within the agency.

**Pathways of the River Valley, Area Director** [REDACTED] **October '02 - October '13**

- Lead Pathways Charlestown Area office including but not limited to; the supervision and evaluation of Charlestown area resource team, staff, and agency support providers.
- Facilitate individual program staff meetings.
- Develop program budgets.
- Manage agency wide home provider recruitment and other 3<sup>rd</sup> party contracts.
- Assist in agency wide recruitment strategies with human resources including participation in local job fairs, collaboration with area colleges and other community resources.
- Oversee compliance with state certification requirements, quality assurance outcomes and the implementation of corrective action plans and response.
- Collaborate with human resources and business service departments to process personnel related matters, FMLA, employee time sheets, mileage, requests for time off, employee benefit enrollment, etc.
- Maintain area on-call rotation.

**Pathways of the River Valley, Family Services Coordinator**

- Provide quality assurance and customer service through case management with an avg. case list of 38-55 individuals.
- Facilitate quarterly team meetings and annual individual service agreements.

- Instructor for agency wide orientation curriculum

**Claremont School District, Substitute Teacher [REDACTED] October '01-October '02**

- Substitute teacher for Elementary, Middle, and High School curriculums.
- Taught subjects including Math, Language Arts, Civics, Physical Education, and Special Education.
- Supervise recess, study hall, lunchroom, and field trip monitor.

**National Grange Mutual Insurance Company, Temp. Employee for IRS project [REDACTED] October '01 -March '02**

- Data entry and overview for yearly IRS reporting
- Information research
- Filing
- Photocopying
- Mail delivery

**Red Carpet Ring Records, Self Employed 1997 - 2002**

- Secure the distribution, marketing and promotion of RCR titles in both national and international markets.
- Develop company website.
- Contract with brokers in the manufacturing process of compact discs and vinyl records.

## Education

**Keene State College, Keene, NH September '1997- May '2001**  
Bachelors of Science, Management

**Stevens High School, Claremont, NH September '1993-May '1997**  
High School Diploma

## Skills

- Microsoft Word
- Microsoft Excel
- Internet Explorer
- Microsoft Outlook
- Demonstrate proficiency through strong communication skills, excellent customer service, flexibility for a varied work schedule, and the ability to manage multiple tasks in a fast paced work environment.

- Maintain strong organizational skills and task analysis through the use of; Outlook calendar, daily phone log, contact notes, budget tracking, and electronic and written documentation.
- Participate in company wide strategic planning workgroups and initiatives including; risk management, staff retention, training, and company wide safety committee.

### Personal Achievements / Activities

- Completion of a 6 month, Gentle Teaching training curriculum through Crotched Mountain Rehabilitation Center, spring '2005 for the purpose of consulting with teams and participating in state wide work group.
- Recipient of Pathways Leadership Award, spring '2004.
- Radio Disc Jockey for WKNH-Keene, 91.3FM, '2000 - '2001
- Journalist for UMASS Lowell Connector (newspaper) '1997

### References:

- Darren Cloutier, [REDACTED]
- Joe Fredrick, [REDACTED]
- Jim Winny, [REDACTED]

# KIM HENNING



## Summary

Demonstrated success in human resource management, organizational leadership and change management. Accomplished trainer. Skilled in culture development and enhancement. Non-profit and corporate experience. Multi-site and multi-state experience.

## Professional Experience

### **PathWays of the River Valley**

**6/2015 to Present**

#### **Director of Human Resources**

Oversee Human Resources function for organization including staffing, performance management, benefits administration, payroll, employee relations, employee safety, training and manager development. Member of Senior Leadership team. Staff of three.

- Revamped compensation structure for Direct Support Providers to include incentives for growth and retention.
- Developed and implemented supervisory training program to enhance knowledge and improve skills in the areas of employment law, goal setting, employee appreciation and performance management.

### **Kessler Collection, Bohemian Hotel Savannah Riverfront**

**2013 to 2014**

#### **Director of Human Resources**

Oversaw Human Resources function including payroll, employee relations, recruitment and talent management, training, benefits and worker's compensation. Member of property Executive Team.

- Achieved highest level of employee response (94%) to annual engagement survey in the company.

### **Tybee Island Management Company, Tybee Island, GA**

**2013**

#### **Director of Human Resources**

Hired to revamp and oversee human resources function including recruitment and talent management, employee relations, policy development and performance management.

### **Student Conservation Association, Inc. (SCA), Charlestown, NH**

#### **Vice President for Human Resources**

**2001 to 2012**

#### **Director of Human Resources**

**1999 to 2001**

Established first human resources function. Directed employee relations, talent management, compensation planning, legal compliance, policy development, training, performance management, benefits and payroll administration. Employed 185 regular staff nationally, 400+ seasonal staff and supported over 4,000 volunteers annually. Managed staff of seven. Member of Executive Team.

- Co-designed and implemented reorganization process that affected 50% of staff resulting in numerous internal promotions and limited layoffs.
- Implemented web-based payroll system that resulted in \$40,000 annual savings in processing fees.

- Maintained health insurance premium increases to 13% maximum and negotiated 4+ years of 0% increases by creatively working on plan design without sacrificing quality of coverage.

### **Education**

Bachelor's Degree in Psychology  
College of New Rochelle, magna cum laude

### **Computer Skills**

MSoftware, MSForecaster, Certified Predictive Index (PI) analyst, Salesforce, Paylocity, Paycor, ADP  
Payforce and Workforce Now, iCIMS, DiSC, Taleo, Facebook, LinkedIn, Instagram, Twitter,

### **Professional Development**

Strategic Human Resources, SHRM-sponsored Workshop, Washington, DC	2009
Leadership for Women in Human Resources, Simmons College, Boston, MA	2002

### **Professional Memberships**

Society for Human Resources Management	1989 - Present
The Savannah Area Chapter, Society for Human Resources Management	2013 - 2014
River Valley Human Resources Association (NH)	1999 – 2012/2015 to Present

### **Volunteer Activities**

Membership Committee, The Savannah Area Chapter, SHRM	2013
Girl Scouts of the USA Troop Leader	2010 – 2013
Basketball Coach	2011 – 2012

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Developmental Services of Sullivan County

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

<b>BUDGET PERIOD:</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>
Mark Mills, Chief Executive Officer	\$124,300	0.00%	\$0.00
Dora Markwell, Chief Operating Officer	\$85,000	0.00%	\$0.00
Mike Quinn, Chief Financial Officer	\$102,000	0.00%	\$0.00
Kim Henning, Director of Human Resources	\$75,000	0.00%	\$0.00
Cory Shomphe, Family Services Director	\$66,513	0.00%	\$0.00
Paul Vittum, Family Services Director	\$53,957	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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-03)

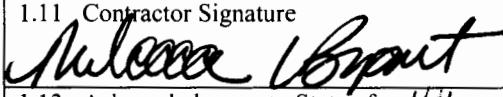
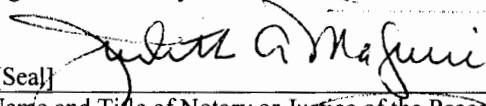
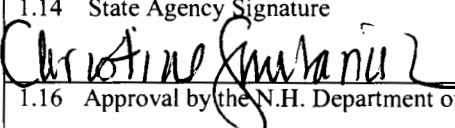
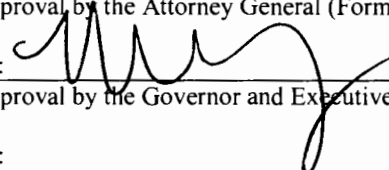
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services Council		1.4 Contractor Address 719 North Main Street Laconia NH 03246	
1.5 Contractor Phone Number 603-581-1505	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$3,842,630.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca Bryant President & Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>MAY 15, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
[Seal] <u>Commission Expires 10-1-2019</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Judith A. McGuire</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Yoda - Attorney 5/26/17			
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 shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to

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Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services

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2.1.11. Room and Board for all Residential Services provided under this Agreement

2.1.12. Assistive Technology

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.



## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start



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date for the individuals approved services within thirty days of the start of services.

## 2.8. Employment Data System (EDS)

2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.

2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

## 2.9. Budget Tracking System (BTS)

2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.

2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

## 2.10. NHLeads

2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:

2.10.1.1. Complete intake processing

2.10.1.2. Determine eligibility for and types of services

2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section

2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.





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## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.

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- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

**2.13. No Wrong Door System**

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;

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- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

**2.14. Complaint Investigation**

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

**2.15. Maintenance of Fiscal Integrity**

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

2.15.2.1. Days of Cash on Hand



- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

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- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four

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- (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.



## Scope of Services: Detailed Service Descriptions

### **1. Provisions Applicable to All Services in Exhibit A-1**

1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.

1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.

1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers

1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.

1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.

1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.

1.3.2. The Contractor shall include in said report:

1.3.2.1. the name of the individual,

1.3.2.2. the last date of services for the individual,

1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and

1.3.2.4. an explanation for the individual no longer receiving services.

1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.

1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

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- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region III defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
220

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
- 4.7.3. All staff will have training at least annually in procedural safeguards.
- 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
- 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
- 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
- 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
- 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or visions needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
474	0	119437	374	100

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 10 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 650 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisor of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

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**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract

**13. Assistive Technology**

13.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide statewide assistive technology services in accordance with the service description(s) cited below and with He-M 517, "Medicaid Covered Home and Community-Based Care Services for Persons with Developmental Disabilities."

13.1.1. The Contractor shall provide assistive technology services up to the number of clients in the table below:

Name/Address of Agency	Total Home and Community Based Services Clients to be Served	Clients Provided Seating and Mobility	Clients Provided Augmen. and Altern. Comm.	Clients Provided Computer Access	Clients Provided Home Mods. and Aids	Clients Provided Worksite Mods.
ATECH Services 57 Regional Drive, Suite 7 Concord, New Hampshire 03301	405	107	178	33	85	2

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# Exhibit A-2 Lakes Region Community Services Council

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>	Community Support Services	41	59251
<b>Community Participation Services</b>	Day	137	579789
	SEP	14	38139
<b>In Home Support Services</b>	In Home Supports	26	312
<b>Residences Which May Also Provide Community Participation Services</b>	Day	42	164042
	Residential	44	15853
<b>Residential Services</b>	Residential	85	31025
<b>Acquired Brain Disorders</b>	Day	10	41289
	Residential	19	6711
	Consolidated Services	3	36
<b>Managed Services</b>	Consolidated Services	74	1044





Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

- in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**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.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Lakes Region Community Services Council

5/15/2017  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: President & 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: Lakes Region Community Services Council

*Rebecca Bryant*

Name: Rebecca Bryant  
Title: President & Chief Executive Officer

5/15/2017  
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lakes Region Community Services Council

5/15/2017  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: President & Chief Executive Officer

Contractor Initials RB

Date 5-15-2017



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten initials "RB" in black ink.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections





In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lakes Region Community Services Council

5/15/2017  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: President & chief Executive officer

Exhibit G

Contractor Initials RB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Lakes Region Community Services Council

5/15/2017  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: President & 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.

*RB*



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Handwritten initials, possibly "PB", in black ink.



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

*RB*



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.

*RB*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State  
Christine Santaniello  
 Signature of Authorized Representative  
Christine Santaniello  
 Name of Authorized Representative  
Director, BDS  
 Title of Authorized Representative  
5/14/17  
 Date

Lakes Region Community Services Council  
 Name of the Contractor  
Rebecca Bryant  
 Signature of Authorized Representative  
Rebecca Bryant  
 Name of Authorized Representative  
President & Chief Executive Officer  
 Title of Authorized Representative  
May 15, 2017  
 Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Lakes Region Community Services Council

Rebecca Bryant

Name: Rebecca Bryant

Title: President & Chief Executive Officer

5/15/2017

Date

Contractor Initials RB

Date 5-15-2017



**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: 122778277
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:

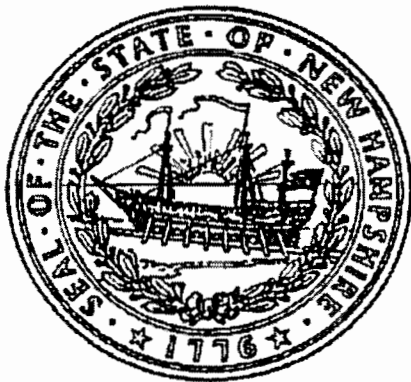
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

**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 LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**Without Seal**

I, Margaret K. Selig, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of Lakes Region Community Services Council.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 19, 2017:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Developmental Services, for the provision of Developmental and Acquired Brain Disorder Services;

RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of Lakes Region Community Services Council to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 15, 2017.
4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.

Margaret K. Selig  
(Signature of Clerk of the Corporation)

State of New Hampshire  
County of Belknap

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2017, by MARGARET K. SELIG.  
(Name of Clerk of the Corporation)



Judith A. Maguire  
(Signature of Notary Public in Justice of the Peace)

Name (Print): Judith A. Maguire  
Title: Notary Public  
My Commission Expires: 10-1-2019



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Melcher&Prescott-Moultonboro PO Box 1125 Moultonboro, NH 03254-1125	<b>CONTACT NAME:</b> Annette Kowalczyk <b>PHONE (A/C, No, Ext):</b> 603-737-6636 <b>FAX (A/C, No):</b> 603737-0100 <b>E-MAIL ADDRESS:</b> akowalczyk@melcher-prescott.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Citizen Insurance Company</td> <td>31534</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Granite State Work Comp Manuf</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizen Insurance Company	31534	INSURER B : Hanover Insurance Company	22292	INSURER C : Granite State Work Comp Manuf		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> LR Community Services Council Shelley Kelleher P O Box 509 Laconia, NH 03246														

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZBV8974270	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Prof Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ABV8928387	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV8929075	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC012017000496	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## Confirmation of Insurance Coverage

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Health &  
 Human Services Contracts &  
 Procurement Unit  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LAKES REGION  
**COMMUNITY**  
SERVICES

*Engage. Empower. Inspire.*

Mission Statement

*Dedicated to serving the community by promoting independence, dignity and opportunity.*

Value Statements

*As individuals and as a community agency, we:*

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow, and change over time.

**LAKES REGION COMMUNITY SERVICES**  
**COUNCIL, INC.**

**FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**JUNE 30, 2016 AND 2015**

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To the Board of Directors of  
Lakes Region Community Services Council, Inc.  
Laconia, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2016.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 8, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonald & Roberts  
Professional Association*

Wolfeboro, New Hampshire  
September 30, 2016

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 3,541,920	\$ 3,126,439
Certificates of deposits	500,433	-
Accounts receivable:		
Medicaid	1,420,753	1,028,417
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2016 and 2015	209,051	304,408
Prepaid expenses	<u>74,997</u>	<u>146,044</u>
Total current assets	<u>5,747,154</u>	<u>4,605,308</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>3,836,365</u>	<u>3,935,639</u>
<b>OTHER ASSETS</b>		
Deposits	<u>39,879</u>	<u>41,879</u>
Total assets	<u>\$ 9,623,398</u>	<u>\$ 8,582,826</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ -	\$ 48,605
Accounts payable	1,132,731	883,073
Accrued salaries, wages, and related expenses	541,370	361,033
Accrued earned time	314,801	339,524
Refundable advances	57,741	91,698
Contingent liability, health insurance costs	200,000	-
Other accrued expenses	<u>185,241</u>	<u>113,885</u>
Total current liabilities	<u>2,431,884</u>	<u>1,837,818</u>
<b>LONG TERM LIABILITIES</b>		
Due to affiliates, net	326,297	139,855
Long term debt, less current portion shown above	<u>-</u>	<u>303,733</u>
Total long term liabilities	<u>326,297</u>	<u>443,588</u>
Total liabilities	<u>2,758,181</u>	<u>2,281,406</u>
<b>NET ASSETS</b>		
Unrestricted	5,412,950	4,798,990
Temporarily restricted	<u>1,452,267</u>	<u>1,502,430</u>
Total net assets	<u>6,865,217</u>	<u>6,301,420</u>
Total liabilities and net assets	<u>\$ 9,623,398</u>	<u>\$ 8,582,826</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Unrestricted</u></b>	<b><u>Temporarily Restricted</u></b>	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
Program fees	\$ 1,380,392	\$ -	\$ 1,380,392	\$ 1,337,236
Medicaid	20,749,967	-	20,749,967	19,702,889
Client resources	88,850	-	88,850	97,739
Other third party payers	111,825	-	111,825	110,998
Public support	313,996	-	313,996	378,644
Private foundations	51,436	-	51,436	69,000
Production/service income	298,533	-	298,533	290,977
Investment	1,718	-	1,718	885
State of New Hampshire - DDS	1,099,866	-	1,099,866	1,014,322
Management fees	20,882	-	20,882	20,835
Other	<u>1,027,235</u>	<u>-</u>	<u>1,027,235</u>	<u>781,520</u>
<b>Total revenues</b>	<u>25,144,700</u>	<u>-</u>	<u>25,144,700</u>	<u>23,805,045</u>
<b>Expenses</b>				
<b>Program services</b>				
Service coordination	1,156,613	-	1,156,613	1,128,565
Day programs	4,286,401	-	4,286,401	4,411,040
Early intervention	591,893	-	591,893	600,547
Enhanced family care	3,534,095	-	3,534,095	3,426,642
Community options	232,430	-	232,430	243,383
Community residences	6,717,648	-	6,717,648	6,101,405
Transportation	95,029	-	95,029	63,590
Family support	3,585,943	-	3,585,943	3,302,510
Other DDS	38,429	-	38,429	85,035
Other programs	1,596,414	-	1,596,414	1,615,441
<b>Supporting activities</b>				
General management	2,578,461	50,163	2,628,624	2,337,016
Fundraising	<u>117,384</u>	<u>-</u>	<u>117,384</u>	<u>13,318</u>
<b>Total expenses</b>	<u>24,530,740</u>	<u>50,163</u>	<u>24,580,903</u>	<u>23,328,492</u>
<b>CHANGE IN NET ASSETS</b>	613,960	(50,163)	563,797	476,553
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>4,798,990</u>	<u>1,502,430</u>	<u>6,301,420</u>	<u>5,824,867</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,412,950</u>	<u>\$ 1,452,267</u>	<u>\$ 6,865,217</u>	<u>\$ 6,301,420</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 563,797	\$ 476,553
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	233,465	228,851
(Increase) decrease in assets:		
Certificates of deposits	(500,433)	-
Accounts receivable	(296,979)	144,365
Prepaid expenses	71,047	41,376
Deposits	2,000	20,729
Increase (decrease) in liabilities:		
Accounts payable	249,658	50,760
Accrued salaries, wages, and related expenses	180,337	55,496
Accrued earned time	(24,723)	20,162
Refundable advances	(33,957)	23,997
Contingent liability, health insurance costs	200,000	-
Other accrued expenses	71,356	(99,901)
	<u>715,568</u>	<u>962,388</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
	<u>715,568</u>	<u>962,388</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property and equipment	<u>(134,191)</u>	<u>(162,192)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(134,191)</u>	<u>(162,192)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	(352,338)	(47,643)
Increase (decrease) in due to affiliates	<u>186,442</u>	<u>(34,123)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(165,896)</u>	<u>(81,766)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	415,481	718,430
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>3,126,439</u>	<u>2,408,009</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 3,541,920</u>	<u>\$ 3,126,439</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 2,597</u>	<u>\$ 7,558</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 618,480	\$ 2,536,749	\$ 339,710	\$ 207,274	\$ 148,752
Employee benefits	176,153	714,651	96,056	54,267	42,037
Payroll taxes	44,402	191,040	23,859	12,963	10,265
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	98,200	-	2,940	3,187,565	-
Accounting/auditing	-	-	-	-	-
Legal	26,051	200	-	53	-
Subcontract services	2,655	6,463	69,751	106	-
Other professional fees	131,099	11,144	5,655	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	-
Conference/conventions	380	-	-	-	-
Other staff development	400	1,376	-	-	-
<b>OCCUPANCY COSTS</b>					
Rent	-	88,364	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	350	12,595	-	649	-
Repairs and maintenance	-	6,037	-	205	-
Other occupancy costs	39,947	28,054	30,631	15,357	2,719
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	1,651	11,910	2,329	76	-
Building/household	-	1,660	-	-	-
Client	230	10,122	152	22,463	-
Medical supplies	-	414	-	-	-
<b>ASSISTANCE TO INDIVIDUALS</b>	1,402	-	121	-	-
<b>PRODUCT SALES</b>	-	36,600	-	-	-
<b>EQUIPMENT RENTAL</b>	-	118	-	-	-
<b>EQUIPMENT MAINTENANCE</b>	-	602	-	710	-
<b>DEPRECIATION</b>	-	3,384	-	-	-
<b>ADVERTISING</b>	-	271	-	-	-
<b>PRINTING</b>	-	-	-	521	-
<b>TELEPHONE</b>	58	6,779	-	-	-
<b>POSTAGE</b>	-	744	-	-	-
<b>TRANSPORTATION</b>	14,963	442,581	18,654	30,949	28,541
<b>INSURANCE</b>	-	-	-	-	-
<b>MEMBERSHIP DUES</b>	-	50	-	-	-
<b>CLIENT PAYMENTS</b>	177	169,201	981	145	116
<b>INTEREST</b>	-	-	-	-	-
<b>OTHER</b>	15	5,292	1,054	792	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 1,156,613</u>	<u>\$ 4,286,401</u>	<u>\$ 591,893</u>	<u>\$ 3,534,095</u>	<u>\$ 232,430</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Community Residences</u></b>	<b><u>Transportation</u></b>	<b><u>Family Support</u></b>	<b><u>Other DDS</u></b>	<b><u>General Management</u></b>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 3,095,522	\$ 18,079	\$ 1,156,301	\$ -	\$ 858,847
Employee benefits	848,013	4,986	323,386	18	455,771
Payroll taxes	213,029	1,284	83,823	-	93,503
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	2,113
Client treatment & therapies	105,411	-	1,441,990	459	23
Accounting/auditing	-	-	-	-	102,349
Legal	-	-	1,570	-	10,636
Subcontract services	1,836,751	-	249,743	-	308
Other professional fees	952	-	16,095	31,682	211,552
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	870
Conference/conventions	-	-	5,895	-	6,661
Other staff development	1,458	-	5,856	-	101,765
<b>OCCUPANCY COSTS</b>					
Rent	189,124	-	625	-	-
Mortgage payments	9,058	-	-	-	-
Utilities	94,479	-	-	-	54,098
Repairs and maintenance	26,674	-	-	-	90,841
Other occupancy costs	20,651	6	10,981	-	(177,707)
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	5,382	-	136	-	29,654
Building/household	20,375	-	-	-	831
Client	113,234	-	1,848	110	6,749
Medical supplies	1,866	-	9,556	1,156	-
<b>ASSISTANCE TO INDIVIDUALS</b>	-	-	26,367	-	100
<b>PRODUCT SALES</b>	4	-	-	-	-
<b>EQUIPMENT RENTAL</b>	17	-	-	-	31,544
<b>EQUIPMENT MAINTENANCE</b>	7,417	-	364	-	30,880
<b>DEPRECIATION</b>	19,068	2,425	-	-	208,588
<b>ADVERTISING</b>	-	-	3,955	-	17,280
<b>PRINTING</b>	40	-	50	-	142
<b>TELEPHONE</b>	5,657	-	-	-	75,330
<b>POSTAGE</b>	-	-	-	-	20,021
<b>TRANSPORTATION</b>	99,516	68,249	172,867	4,845	1,748
<b>INSURANCE</b>	-	-	-	-	87,655
<b>MEMBERSHIP DUES</b>	-	-	72,731	-	51,586
<b>CLIENT PAYMENTS</b>	3,048	-	232	-	18,212
<b>INTEREST</b>	-	-	-	-	2,597
<b>OTHER</b>	902	-	1,572	159	234,077
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b><u>\$ 6,717,648</u></b>	<b><u>\$ 95,029</u></b>	<b><u>\$ 3,585,943</u></b>	<b><u>\$ 38,429</u></b>	<b><u>\$ 2,628,624</u></b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 62,773	\$ 9,042,487	\$ 1,045,103	\$ 10,087,590	\$ 10,168,460
Employee benefits	18,197	2,733,535	289,162	3,022,697	2,852,902
Payroll taxes	4,336	678,504	78,401	756,905	739,855
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	2,113	986	3,099	-
Client treatment & therapies	-	4,836,588	43,848	4,880,436	4,485,555
Accounting/auditing	-	102,349	-	102,349	92,888
Legal	-	38,510	-	38,510	37,545
Subcontract services	-	2,165,777	4,945	2,170,722	1,709,918
Other professional fees	222	408,401	1,250	409,651	258,819
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	870	-	870	1,155
Conference/conventions	6,012	18,948	-	18,948	24,109
Other staff development	-	110,855	10,942	121,797	67,733
<b>OCCUPANCY COSTS</b>					
Rent	-	278,113	-	278,113	281,952
Mortgage payments	-	9,058	-	9,058	9,366
Utilities	-	162,171	-	162,171	204,415
Repairs and maintenance	-	123,757	75	123,832	123,864
Other occupancy costs	-	(29,361)	61,089	31,728	26,941
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	700	51,838	2,020	53,858	57,861
Building/household	-	22,866	26	22,892	22,051
Client	319	155,227	11,879	167,106	164,071
Medical supplies	-	12,992	-	12,992	11,741
<b>ASSISTANCE TO INDIVIDUALS</b>	-	27,990	10,331	38,321	48,177
<b>PRODUCT SALES</b>	-	36,604	-	36,604	33,709
<b>EQUIPMENT RENTAL</b>	-	31,679	-	31,679	34,361
<b>EQUIPMENT MAINTENANCE</b>	-	39,973	-	39,973	57,842
<b>DEPRECIATION</b>	-	233,465	-	233,465	228,851
<b>ADVERTISING</b>	1,505	23,011	170	23,181	17,508
<b>PRINTING</b>	3,711	4,464	3,361	7,825	16,754
<b>TELEPHONE</b>	-	87,824	-	87,824	95,009
<b>POSTAGE</b>	710	21,475	-	21,475	16,699
<b>TRANSPORTATION</b>	-	882,913	26,946	909,859	904,184
<b>INSURANCE</b>	-	87,655	-	87,655	100,743
<b>MEMBERSHIP DUES</b>	1,486	125,853	905	126,758	112,775
<b>CLIENT PAYMENTS</b>	-	192,112	803	192,915	202,219
<b>INTEREST</b>	-	2,597	-	2,597	7,558
<b>OTHER</b>	17,413	261,276	4,172	265,448	110,902
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 117,384</u>	<u>\$ 22,984,489</u>	<u>\$ 1,596,414</u>	<u>\$ 24,580,903</u>	<u>\$ 23,328,492</u>

See Notes to Financial Statements



**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

**Basis of Accounting**

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2016 and 2015, the Council had unrestricted and temporarily restricted net assets.

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short term investments with original maturities of three months or less to be cash equivalents.

**Certificates of Deposits**

The certificates of deposits are carried at fair value. Interest is accrued and recognized in income when earned.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as unrestricted.

**Property and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

**Fair Value of Financial Instruments**

The Council's financial instruments consist of cash, certificates of deposits, short-term receivables and payables, short-term notes payable and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2016 and 2015.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

### **Accrued Earned Time**

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

### **Income Taxes**

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

### **Advertising**

The Council expenses advertising costs as incurred.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Accounting Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. **PROPERTY AND EQUIPMENT**

As of June 30, 2016 and 2015, property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Buildings and improvements	\$ 3,898,954	\$ 3,895,746
Leasehold improvements	323,056	313,656
Furniture, fixtures and equipment	656,028	593,445
Vehicles	78,190	19,190
Land	<u>152,200</u>	<u>152,200</u>
Total	5,108,428	4,974,237
Less accumulated depreciation	<u>1,272,063</u>	<u>1,038,598</u>
Property and equipment, net	<u>\$ 3,836,365</u>	<u>\$ 3,935,639</u>

Depreciation expense for the years ended June 30, 2016 and 2015 amounted to \$233,465 and \$228,851, respectively.

3. **DEMAND NOTE PAYABLE**

The Council maintains a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$3,000,000 and is renewable annually. Any borrowings of principal and accrued interest in excess of \$1,500,000 at December 31, 2014 were required to be paid in full. Effective December 23, 2015 the Council renewed the revolving line of credit through December 31, 2016 with maximum borrowings remaining at \$3,000,000. The revolving line of credit has a scheduled maturity date of December 31, 2016, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2016 and 2015, the interest was stated at the bank's prime rate of 3.50% and 3.25%, respectively. There was no amount outstanding on this line of credit at June 30, 2016 and 2015.

4. **LONG TERM DEBT**

During April, 2012, the Council entered into a note payable agreement with the Community Development Finance Authority. The principal amount of the note was \$500,000 and the interest rate was stated at 2.00%. Principal and interest payments of \$4,601 were payable in equal monthly installments for a period of ten years. The loan was collateralized by various property of a related party (see Note 9). At June 30, 2015, \$352,338 was outstanding under the note payable. The note was repaid in full during the year ended June 30, 2016.

5. **RESTRICTIONS ON NET ASSETS**

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2016 and 2015 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

**6. RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2016 and 2015, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. The employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All employees who work one thousand hours per year are eligible to participate after one year of employment and attaining the age of twenty one. The Council's contribution to the retirement plan for the years ended June 30, 2016 and 2015 was \$63,923 and \$61,946, respectively.

**7. CONCENTRATION OF RISK**

For the years ended June 30, 2016 and 2015, approximately 83% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for that region. The Council was scheduled for re-designation during September 2011, however, the Council had received an extension through September 2015 from the State of New Hampshire. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 87% and 81% of the total accounts receivable balances at June 30, 2016 and 2015, respectively.

**8. LEASE COMMITMENTS**

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$309,792 and \$316,313 for the years ended June 30, 2016 and 2015, respectively.

The future minimum lease payments on the above leases are as follows:

<b><u>Year Ending</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 148,189
2018	73,503
2019	23,000
2020	<u>13,500</u>
Total	<u>\$ 258,192</u>

Refer to Note 9 for information regarding a lease agreement with a related party.

**9. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2016</u>	<u>2015</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance Reimbursement
<b><u>Paid To:</u></b>	<b><u>2016</u></b>	<b><u>2015</u></b>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Genera Corporation	\$ 120,000	\$ -	Contribution
Lakes Region Community Services Foundation	\$ 100,000	\$ -	Contribution
<b><u>Due (To)/From:</u></b>	<b><u>2016</u></b>	<b><u>2015</u></b>	
Genera Corporation	\$(214,211)	\$(131,978)	
Greater Laconia Transit Agency	(12,086)	(7,877)	
Lakes Region Community Services Foundation	<u>(100,000)</u>	<u>-</u>	
	<b><u>\$(326,297)</u></b>	<b><u>\$(139,855)</u></b>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

**Demand Note Payable**

The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

**Long Term Debt**

During the year ended June 30, 2012, Lakes Region Community Services Council, Inc., obtained financing from the Community Development Finance Authority (CDFA) related to improvements necessary to the renovation of their new facility. The note to the CDFA was collateralized by certain real property of Genera Corporation (see Note 4). The note was repaid in full during the year ended June 30, 2016.

**Rent**

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

**Insurance Reimbursement**

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

**Prepaid Expenses Related to Affiliated Organization**

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2016 and 2015.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$30,585 and \$35,430 for the years ended June 30, 2016 and 2015, respectively.

**10. CONTINGENCIES**

**Grant Compliance**

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2016.

**11. CLIENT FUNDS**

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2016 and 2015, client funds held by the Council aggregated \$223,551 and \$263,332, respectively.

**12. CONCENTRATION OF CREDIT RISK**

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2016 and 2015. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2016, cash balances in excess of FDIC coverage aggregated \$617,057. There was no cash in excess of FDIC coverage at June 30, 2015.

**13. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK**

The Council was a party to financial instruments with off Statement of Financial Position risk in the normal course of business. A portion of the Council's overnight deposit bank balances were swept into an uninsured repurchase agreement. At June 30, 2015, there was a repurchase agreement balance of \$3,239,985.

During the year ended June 30, 2016 the Council changed its repurchase account agreement with the bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

**14. CONTINGENT LIABILITY HEALTH INSURANCE COSTS**

During the year ended June 30, 2016, the Council experienced significant health insurance claims exceeding the insurance company's estimates. As such, the insurance company informed the Council of the actuarial estimates of the increased health insurance costs incurred. The estimated liability associated with this health insurance cost was \$200,000 for the year ended June 30, 2016. In accordance with Financial Accounting Standards Board ASC Topic 450-20, the Council has recorded this amount as a contingent liability.

**15. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**16. 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 September 30, 2016, the date the June 30, 2016 financial statements were available for issuance.



**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Service Coordination</u></b>	<b><u>Day Programs</u></b>	<b><u>Early Intervention</u></b>	<b><u>Enhanced Family Care</u></b>	<b><u>Community Options</u></b>
Program fees	\$ 2,417	\$ 14,858	\$ 17,212	\$ 806,832	\$ 9,348
Medicaid	921,916	3,691,418	660,425	4,079,278	263,269
Client resources	-	3,274	-	39,346	1,739
Other third party payers	28,602	83,223	-	-	-
Public support	-	2,757	-	-	-
Private foundations	-	-	-	-	-
Production/service income	2,361	296,172	-	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	-	-	-
Management fees	-	-	-	-	-
Other	<u>18,228</u>	<u>14,867</u>	<u>65,220</u>	<u>-</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 973,524</u></b>	<b><u>\$ 4,106,569</u></b>	<b><u>\$ 742,857</u></b>	<b><u>\$ 4,925,456</u></b>	<b><u>\$ 274,356</u></b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Community Residences</u></b>	<b><u>Transportation</u></b>	<b><u>Family Support</u></b>	<b><u>Other DDS</u></b>	<b><u>General Management</u></b>
Program fees	\$ 308,135	\$ -	\$ 17,138	\$ 47,624	\$ 41,995
Medicaid	6,533,083	-	4,421,529	-	-
Client resources	31,351	-	13,140	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	730	-	-
Private foundations	-	-	-	-	200
Production/service income	-	-	-	-	-
Investment	-	-	-	-	1,612
State of New Hampshire -DDS	-	-	-	-	1,099,866
Management fees	-	-	-	-	14,400
Other	<u>36,821</u>	<u>-</u>	<u>127</u>	<u>-</u>	<u>19,396</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 6,909,390</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 4,452,664</u></b>	<b><u>\$ 47,624</u></b>	<b><u>\$ 1,177,469</u></b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
Program fees	\$ -	\$ 1,265,559	\$ 114,833	\$ 1,380,392	\$ 1,337,236
Medicaid	-	20,570,918	179,049	20,749,967	19,702,889
Client resources	-	88,850	-	88,850	97,739
Other third party payers	-	111,825	-	111,825	110,998
Public support	64,901	68,388	245,608	313,996	378,644
Private foundations	-	200	51,236	51,436	69,000
Production/service income	-	298,533	-	298,533	290,977
Investment	-	1,612	106	1,718	885
State of New Hampshire - DDS	-	1,099,866	-	1,099,866	1,014,322
Management fees	-	14,400	6,482	20,882	20,835
Other	<u>(16,041)</u>	<u>138,618</u>	<u>888,617</u>	<u>1,027,235</u>	<u>781,520</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ <u>48,860</u></b>	<b>\$ <u>23,658,769</u></b>	<b>\$ <u>1,485,931</u></b>	<b>\$ <u>25,144,700</u></b>	<b>\$ <u>23,805,045</u></b>

Lakes Region Community Services  
Board of Directors 2016 - 2017

√\*R. Stuart Wallace, President

[Redacted]

\*Matthew Canfield

[Redacted]

√Debra Laliberte, Vice-President

[Redacted]

\*Lynn Hilbrunner

[Redacted]

√Margaret Selig, Secretary

[Redacted]

Richard Crocker

[Redacted]

√Randy Perkins, Treasurer

[Redacted]

\*Edward Emond

[Redacted]

√\*Gary Lemay, Past Board President

[Redacted]

Garrett Lavallee

[Redacted]

√\*Carrie Chase, Member-at-Large

[Redacted]

Elise Cushing

[Redacted]

√ Denotes Executive Committee Member  
\* Denotes a Board Member Consumer  
(6/15/16; 8/17/16; 11/16/16; 1/18/17; 2/15/17)

Dona Murray

[Redacted]

# REBECCA L. BRYANT

## EDUCATION

New England College

May 2018 Anticipated, Masters of Business Administration, Non Profit Leadership

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

Management Award

NH Small Business Institute Project of the Year

Business Manager, Equinox, Keene State Student Newspaper

## EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

**President & CEO** January 2017 – Current

**Director of Finance** April 2007 – January 2017

Chief Financial Officer of Community Based Not-For-Profit Corporation. Oversee financial and personnel administration for private non-profit human services agency with an annual budget of \$26 million and 500 employees. Prepare and monitor annual budgets. Negotiate funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepare and manage contracts with funding sources and vendors. Oversee Agency Risk Management program. Administer the agency's compensation and benefits plans. Ensure compliance with applicable state and federal labor regulations. Oversee the installation and support of agency Information Technology. Major accomplishments include \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Report to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

**Controller** August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

# REBECCA L. BRYANT

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

*Hyperion Administrator* July 2000-August 2000

*Assistant Hyperion Administrator* January 1999-July 2000

*Assistant Treasury Manager* October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

## SKILLS, CERTIFICATIONS

- Justice of the Peace, State of New Hampshire
- Notary Public, State of New Hampshire
- Leadership Lakes Region Class of 2008
- Proficiency in all Microsoft Office Applications
- Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
- ADP and Harper's Payroll Systems
- Business Process Kaizen
- LEAN

## BOARDS

- Community Health Services Network (CHSN), IDN 5, Board Secretary
- Sigma One Manufacturer's Worker's Compensation Trust, Board Member at large
- Community Support Network Incorporated (CSNI) Board Member at large

## COMMUNITY

- SAU #45 Superintendent Search Committee December 2016 – March 2017
- Children's Ministry Volunteer, Grace Capital Church 2015 - Current
- Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
- Den leader, Cub Scout Pack 369 2005 – 2015
- Advancements Chair, Cub Scout Pack 369 2005 – 2009
- Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
- Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
- Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
- Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010
- Youth Basketball Coach 2013 – 2014
- Streetcar Company, Community Theatre House Manager

# Shelley Kelleher

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Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

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## Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$27M and 500 employees.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

## Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

## MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000 **Merisel, Incorporated**

Marlborough, MA

**NAM Reporting and Financial Analysis Manager**-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

**State Street Bank & Trust Company**

**Quincy, MA**

**Client Service Manager**-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

**Auditor**-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Business Administration  
Bentley University, Waltham, MA  
Concentration: Finance

May 1993  
Graduate School of Business

BA in Economics and Political Science  
University of Massachusetts, Boston, MA

July 1987  
School of Arts and Sciences



Shannon M. Kelly



**EDUCATION:** **Wheelock College, Boston, MA**  
Bachelors of Social Work, 1985

**EXPERIENCE:** **Lakes Region Community Services, Laconia, NH**  
**EXECUTIVE VICE PRESIDENT (2/17 to present)**

Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

**DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)**

Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

**DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)**

Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%.  
Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

**DIRECTOR OF HOME ASSIST (3/10 to 7/12)**

Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

**DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)**

Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

**New England Salem Children's Trust, Rumney, NH**

**DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)**

Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

**Lakes Region Community Services, Laconia, NH**

DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

**Center for Humanistic Change, North Adams, MA**

CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)

VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)

**TRAINING:**

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings • Personnel Law • Interpersonal Communication •

**REFERENCES:**

Available upon request.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Lakes Region Community Services

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

<b>BUDGET PERIOD: FY18 (7/1/17 - 6/30/18)</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>
Rebecca Bryant, President & CEO	\$120,000	75.00%	\$90,000.00
Shelley Kelleher, Vice President & CFO	\$85,000	75.00%	\$63,750.00
Shannon Kelly, Executive Vice President	\$95,000	75.00%	\$71,250.00
	\$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
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	\$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>\$225,000.00</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.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**Please see financial detail.**

#### **EXPLANATION**

Approval of this Request will allow the ten (10) Contractors to continue to act as non-profit Area Agencies that provide developmental, acquired brain disorder and early intervention services to approximately 12,500 adults and children throughout the State. New Hampshire was the first state in the nation to close its institution for its citizens with developmental disabilities. As a fully community-based system, New Hampshire's service delivery system is operated through the Area Agencies. The Area Agencies operate services throughout New Hampshire, as defined in RSA 171-A:4, providing for the care, habilitation, treatment, and training of developmentally disabled persons, and RSA 126-C, providing for the support of families. Services include: community support / independent living, community participation and employment, family-centered early supports, family support, , in-home support, residences which may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

Regarding Requested Action #2, any advance payments available under these agreements will only be made after the Department has conducted an extensive financial review of the applicable Area Agencies and only if it is determined that an advance payment is necessary to assure continuity of programs and services to clients.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Centers for Medicare and Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services Waivers. In accordance with RSA 171-A, the Area Agencies are responsible to establish, maintain, implement, and coordinate a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders.

The Area Agencies work collaboratively with the Department on a variety of initiatives designed to sustain a high quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

These Agreements include funding to be shared among the Vendors to provide Vision and Hearing Supplemental Services, Autism Supplemental Services and room and board of which there is no maximum or minimum service volume guarantee. The Vision and Hearing and Autism Services complement what an eligible child may receive through Family Centered Early Supports and Services and are intended to provide additional training, supports, and direct services to aid the child and their family. The room and board is to cover the costs for housing related expenses for those who receive residential services only through the Area Agencies for which there are no other public and/or private resources. The funding for these services is based on statewide need and will change throughout the year. Since these are not based on regional needs, the Department will manage the funds in order to have flexibility in the allocation of the funds to meet the needs of the individuals served.

Three agencies provide unique additional services to support distinct components that serve the entire Organized Health Care Delivery System. The Department has determined that having the three agencies provide the following services statewide is an effective and efficient use of resources.

Community Bridges provides Systemic, Therapeutic Assessment, Respite, and Treatment (START) statewide for individuals who may be in crisis. START is national program, for which New Hampshire participates and offers services to strengthen efficiencies and service outcomes for individuals with intellectual and developmental disabilities and behavioral health needs in the community.

Lakes Region Community Services Council provides Assistive Technology Support Services statewide to those individuals within the developmental system that require such supports. Assistive Technology Support Services are designed to provide individuals with evaluation, consultation, coordination, training and technical assistance as well as acquisition, designing, fitting, and customizing of devices to increase and maintain independence in their home and community.

Behavioral Health & Developmental Services of Strafford County provides administrative and financial support for the Council for Youths with Chronic Conditions pursuant to RSA 126-J. The Council for Youths with Chronic Conditions promotes the organized assessment of the needs of youths with chronic conditions and their families, serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance, and increases awareness in the public and private sector of the medical, social, and educational issues which impact youths with chronic conditions and their families to support them to remain in their own home and communities.

Each Area Agency, pursuant to RSA 171-A and New Hampshire Administrative Rule He-M 505 is designated by the State of New Hampshire, Department of Health and Human Services. As part of this designation, the Department conducts annual Governance Audits to ensure that Area Agencies are meeting contract requirements. Redesignation includes a number of tools that assist the Department to measure an Area Agencies performance. New Hampshire participates in the National Core Indicators, a national effort utilizing standard measures used across states to assess the outcomes of services provided to individuals and families. In addition, as part of compliance with the Home and Community Based Waivers, the Department is required to conduct ongoing service reviews.

These agreements are not subject to the competitive bidding requirement. RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to developmentally disabled persons in that area. Pursuant to RSA 171-A:18, I., once designated, the Area Agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating these with existing services on behalf of persons with developmental disabilities in the area.

Language in the contract provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should Governor and Executive Council not approve these Requested Actions, approximately 12,500 individuals served through the area agencies will be without services necessary and essential to maintain their health, safety and welfare in accordance with RSA 171-A.

Area served: statewide.

Source of funds: 22% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, Catalog of Federal and Domestic Assistance #84.181A, Federal Award Identification Number TBD, and 78% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,

  
Christine Santamelo  
Director

  
Approved by: Jeffrey A. Meyers  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

April 18, 2017

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
105 Pleasant Street  
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract agreements with 10 selected vendors (listed below), as described below and referenced as DoIT No. 2017-074.

This is a request to allow the ten (10) named vendors to continue to act as Area Agencies to provide developmental, acquired brain disorder, and early intervention services to over 12,000 adults and children throughout the State. The area agencies operate services throughout New Hampshire, as outlined in RSA 171 A:4, providing for the care, rehabilitation, treatment, and training of developmentally disabled persons, and RSA 126C, providing for the support of families. Services include: community support / independent living, community participation and employment, family centered early support, partners in health, in-home support, residences which may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

Summary of contracted vendors:

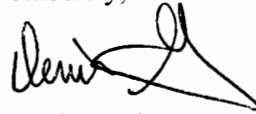
<b>Vendor</b>	<b>Location</b>
Area Agency of Greater Nashua	Nashua
Behavioral Health & Developmental Services of Strafford County	Dover
Community Bridges	Concord
Community Crossroads, Inc.	Atkinson
Developmental Services of Sullivan County	Claremont
Lakes Region Community Services Council	Laconia
Monadnock Developmental Services	Keene
Moore Center Services, Inc.	Manchester
Northern Human Services	Conway
One Sky Community Services, Inc.	Portsmouth

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
Page 2

The cumulative contract price limitation for all vendors is estimated to not exceed \$11,600,000. The contract shall become effective upon Governor and Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Service's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/kaf  
DoIT #2017-074

cc: Bruce Smith, IT Manager, DoIT



**05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$309,159

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$202,570

Community Bridges (Vendor Code 155658-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$617,310

Community Crossroads, Inc. (Vendor Code 155293-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$502,860

Developmental Services of Sullivan County (Vendor Code 167142-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$153,790

Lakes Region Community Services Council (Vendor Code 177251-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$1,031,204

Monadnock Developmental Services (Vendor Code 177280-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$244,804

Moore Center Services, Inc. (Vendor Code 154355-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$181,550

Northern Human Services (Vendor Code 177222-B004)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$132,691

One Sky Community Services (Vendor Code 155666-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$771,119
<b>Subtotal</b>			<b>\$4,147,057</b>

**05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INVERVENTION (100% General Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$517,232

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$173,089

Community Bridges (Vendor Code 155658-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$278,484

Community Crossroads, Inc. (Vendor Code 155293-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$537,208

Developmental Services of Sullivan County (Vendor Code 167142-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$111,805

Lakes Region Community Services Council (Vendor Code 177251-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$69,947

Monadnock Developmental Services (Vendor Code 177280-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$150,865

Moore Center Services, Inc. (Vendor Code 154355-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$416,663

Northern Human Services (Vendor Code 177222-B004)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$19,443

One Sky Community Services (Vendor Code 155666-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$438,595
<b>Subtotal</b>			<b>\$2,713,331</b>

**05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

Area Agency of Greater Nashua (Vendor Code 155784-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$207,351

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$98,367

Community Bridges (Vendor Code 155658-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$207,075

Community Crossroads, Inc. (Vendor Code 155293-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$253,773

Developmental Services of Sullivan County (Vendor Code 167142-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$75,250

Lakes Region Community Services Council (Vendor Code 177251-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$90,479

Monadnock Developmental Services (Vendor Code 177280-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$148,704

Moore Center Services, Inc. (Vendor Code 154355-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$315,193

Northern Human Services (Vendor Code 177222-B004)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$141,079

One Sky Community Services (Vendor Code 155666-B001)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$161,125
<b>Subtotal</b>			<b>\$1,698,396</b>

**05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)**

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$70,000
<b>Subtotal</b>			<b>\$70,000</b>
<b>Total Price Specific to Vendor</b>			<b>\$8,628,784</b>

Funding Amounts Shared by Vendors as follows:

For Hearing and Vision Supplemental Services

**05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)**

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$311,000

For Room and Board

**05-95-93-930010-71000000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, DEVELOPMENTAL SERVICES (100% General Funds)**

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	102-500731	Contracts for program services	\$2,000,000

For Autism Supplemental Services

**05-95-93-930010-7852-502 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)**

<b>Fiscal Year</b>	<b>Class / Object</b>	<b>Account Title</b>	<b>Current Budget</b>
2018	502-500891	Payments to Providers	\$340,000

**Total Price Shared \$2,651,000**  
**Total Price for All Vendors \$11,279,784**

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-06)

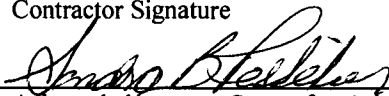
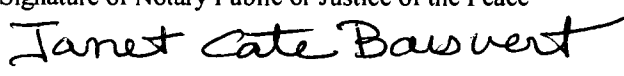
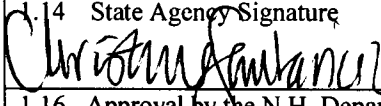
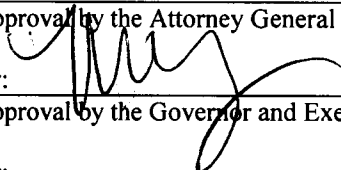
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc.		1.4 Contractor Address 144 Canal Street Nashua NH 03060	
1.5 Contractor Phone Number 603-459-2718	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731	1.7 Completion Date  June 30, 2018	1.8 Price Limitation  \$3,684,742
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra Pelletier, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 16, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<b>JANET CATE BOISVERT, Notary Public</b> My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Janet Cate Boisvert, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, Bds Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/17/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. York Attorney 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials SBP  
Date 5/16/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to



Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders
  - 2.1.10. Participant Directed Managed Services



2.1.11. Room and Board for all Residential Services provided under this Agreement

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.

2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.



## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
  - 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
  - 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start



date for the individuals approved services within thirty days of the start of services.

## 2.8. Employment Data System (EDS)

- 2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.
- 2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

## 2.9. Budget Tracking System (BTS)

- 2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.
- 2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

## 2.10. NHLeads

- 2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:
  - 2.10.1.1. Complete intake processing
  - 2.10.1.2. Determine eligibility for and types of services
  - 2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section
- 2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

- 2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.



- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;





- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

#### 2.14. Complaint Investigation

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

#### 2.15. Maintenance of Fiscal Integrity

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.
- 2.15.2. The Contractor agrees to financial performance standards as follows:

##### 2.15.2.1. Days of Cash on Hand



- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

#### 2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

#### 2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

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- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.15.3. In the event that the Contractor does not meet either:

2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four

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- (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.



## Scope of Services: Detailed Service Descriptions

### 1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
  - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
  - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
  - 1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.
  - 1.3.2. The Contractor shall include in said report:
    - 1.3.2.1. the name of the individual,
    - 1.3.2.2. the last date of services for the individual,
    - 1.3.2.3. the services the individual received and the utilization of services the individual received for each service.
    - 1.3.2.4. an explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region VI defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
509

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff will have current individualized professional development plans updated at least annually.
  - 4.7.3. All staff will have training at least annually in procedural safeguards.
  - 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
  - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
  - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
  - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
  - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.



## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
485	78	27055	236	171

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.

6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



## 7. Contractors who provide Residential services and who may Provide Community Participation Services

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## 8. Residential Services

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## 9. Service Coordination

9.1. The Contractor agrees to employ 28 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 806 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 6 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 22 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.

9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to

*SBP*



ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.

9.6. The Contractor agrees to ensure supervision of expenditures from the \$2000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.

9.6.1. The Contractor, where appropriate, shall have written authorizations that document that other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.

9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

## 10. Services to Persons with Acquired Brain Disorders

10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

## 11. Participant Directed and Managed Services

11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."

11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.



**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract.

*S.B.P.*

5/16/17

# Exhibit A-2 Area Agency of Greater Nashua, Inc.

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>			
	Community Support Services	92	937167
<b>Community Participation Services</b>			
	Day	220	930964
	SEP	269	570772
<b>In Home Support Services</b>			
	In Home Supports	74	888
<b>Residences Which May Also Provide Community Participation Services</b>			
	Day	46	232862
	Residential	47	16183
<b>Residential Services</b>			
	Residential	175	61401
<b>Services to Persons With Acquired Brain Disorders</b>			
	Day	5	20218
	Residential	18	6824
	Consolidated Services	5	108
<b>Participant Directed and Managed Services</b>			
	Consolidated Services	204	2446



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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**4. Payment for Part C Supplemental Services funding for children who have Autism**

- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**

- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

**6. Payment Methodology for Development and Acquired Brain Disorder Services**

- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
  - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
  - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified





**Exhibit B**

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in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
  - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



Exhibit B

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
- 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
- 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
- 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
- 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.

7. Allocation of Funding

- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*[Handwritten Signature]*



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
5/16/17



**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.

*SBP*

5/16/17





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

5/16/17  
Date

  
Name: Sandra Pelletier  
Title: President/CEO

Contractor Initials SBP  
Date 5/16/17



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/16/17  
Date

Sandra Pelletier  
Name: Sandra Pelletier  
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*BB*  
5/16/17



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/16/17  
Date

*Sandra Pelletier*  
Name: Sandra Pelletier  
Title: President/CEO

Contractor Initials *SP*  
Date 5/16/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Contractor Initials



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:

5/16/17  
Date

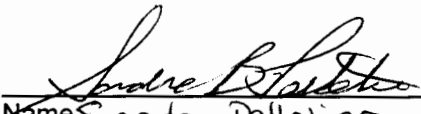
  
Name: Sandra Pelletier  
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials





**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:

5/16/17  
Date


  
Name: Sandra Pelletier  
Title: President/CEO





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



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

*BT*  
Date 5/16/17



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State  
Christina Santaniello  
 Signature of Authorized Representative  
Christina Santaniello  
 Name of Authorized Representative  
Director, BDS  
 Title of Authorized Representative  
5/17/17  
 Date

Area Agency of Greater Nashua Inc.  
 DBA Gateways Community Services  
 Name of the Contractor  
Sandra Pelletier  
 Signature of Authorized Representative  
Sandra Pelletier  
 Name of Authorized Representative  
President/CEO  
 Title of Authorized Representative  
5/16/17  
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/16/17  
Date

  
Name: Sandra Jelleher  
Title: President/CEO



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 193539343
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  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: _____



## Business Information

### Business Details

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Business Name:	AREA AGENCY OF GREATER NASHUA, INC.	Business ID:	74294
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/12/1983	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/12/1983		
Principal Office Address:	144 CANAL ST, NASHUA, NH, 03064, USA	Mailing Address:	144 Canal St, Nashua, 03060, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / A DELIVERY SYSTEM FOR PERSONS WITH DEVELOPMENTAL DISABILITIES	

Page 1 of 1, records 1 to 1 of 1

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## Registered Agent Information

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Name: Not Available

Registered Office Not Available  
Address:

Registered Mailing Not Available  
Address:

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## Trade Name Information

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Business Name	Business ID	Business Status
SOUTHERN NEW HAMPSHIRE TIME EXCHANGE (/online/BusinessInquire/TradeNameInformation? businessID=152480)	489648	Expired
Gateways Community Services (/online/BusinessInquire/TradeNameInformation? businessID=405242)	593338	Active

---

## Trade Name Owned By

---

Name	Title	Address
<a href="#">Filing History</a>	<a href="#">Address History</a>	<a href="#">View All Other Addresses</a>
	<a href="#">Shares</a>	<a href="#">Return to Search</a>
		<a href="#">Back</a>
		<a href="#">Name History</a>

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St,  
Concord, NH 03301 Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov) (<mailto:corporate%40sos.nh.gov>)

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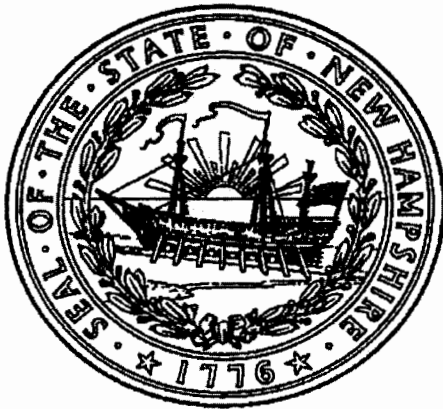
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 593338



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, MARK M. THORNTON, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of DBA Area Agency of Greater Nashua, Inc GATEWAYS COMMUNITY SERVICES  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 29, 2017  
(Date)

**RESOLVED:** That the Sandra Pelletier  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16 day of May, 2017.  
(Date Contract Signed)

4. Sandra Pelletier is the duly elected President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark M. Thornton  
(Signature of the Elected Officer)

STATE OF NH  
County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of May, 2017.

By Mark M. Thornton  
(Name of Elected Officer of the Agency)

Janet Cate Boisvert  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**JANET CATE BOISVERT, Notary Public**  
**My Commission Expires June 19, 2018**

Commission Expires: \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**

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> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 855 874-0123		FAX (A/C, No.):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Philadelphia Insurance Company</b>		23850
	<b>INSURER B : AIM Mutual Insurance Company</b>		33758
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1446995	01/23/2017	01/23/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1446995	01/23/2017	01/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB528639	01/23/2017	01/23/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC600400028612016	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	<b>Professional Liab</b>		PHPK1446995	01/23/2017	01/23/2018	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

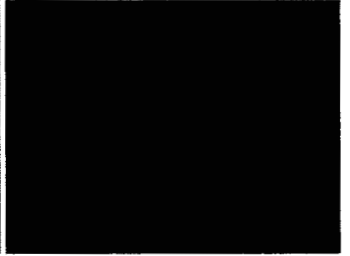
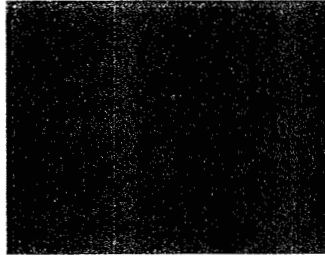
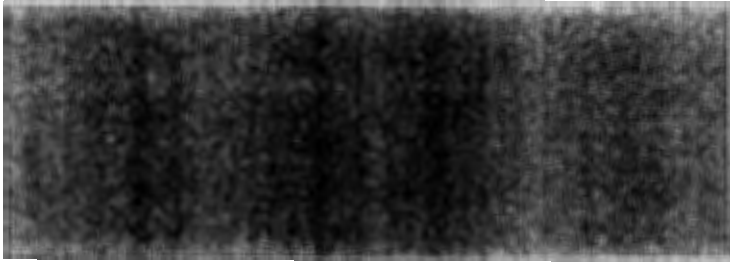
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This Certificate covers all operations usual and customary to the business of the insured.

<b>CERTIFICATE HOLDER</b> NH Department of Health and 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.  AUTHORIZED REPRESENTATIVE 
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### *Mission*

*Gateways Community Services believes that all people are of great value and strives to be innovative when providing quality supports needed for individuals to lead meaningful lives in their community.*



**CONSOLIDATED FINANCIAL STATEMENTS**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services  
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP); this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



***Basis for Qualified Opinion***

As disclosed in Note 6 to the consolidated financial statements, the Organization has excluded the financial statements of The PLUS Company, Inc. from the accompanying consolidated financial statements. In accordance with U.S. GAAP, consolidation of related organizations is required when common control and economic dependency exists. At June 30, 2015, both of these criteria existed between the Organization and the PLUS Company, Inc. At June 30, 2016, common control no longer exists and consolidation is not required.

***Unmodified Opinion on 2016 and Qualified Opinion on 2015***

In our opinion, except for the the effects in the 2015 consolidated financial statements of the matter described in the *Basis for Qualified Opinion* paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 26, 2016

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Financial Position**

**June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
Current assets		
Cash	\$ 1,320,957	\$ 2,950,855
Client accounts	477,809	453,825
Accounts receivable, net of allowance for doubtful accounts of \$43,784 and \$21,108 in 2016 and 2015, respectively	5,403,268	4,311,590
Prepaid expenses and other current assets	<u>155,414</u>	<u>167,855</u>
Total current assets	7,357,448	7,884,125
Property and equipment, net	2,578,755	2,446,503
Deposits	78,557	78,557
Beneficial interest in a perpetual trust	<u>31,776</u>	<u>33,046</u>
Total assets	<u>\$ 10,046,536</u>	<u>\$ 10,442,231</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 63,221	\$ 59,875
Accounts payable	2,326,049	2,939,239
Accrued expenses and other current liabilities	723,567	497,655
Deferred revenue	1,456,342	1,581,098
Client accounts	<u>477,809</u>	<u>453,825</u>
Total current liabilities	5,046,988	5,531,692
Long-term debt, net of current portion	<u>669,105</u>	<u>730,309</u>
Total liabilities	<u>5,716,093</u>	<u>6,262,001</u>
Net assets		
Unrestricted	4,306,772	4,156,678
Temporarily restricted	<u>23,671</u>	<u>23,552</u>
Total net assets	<u>4,330,443</u>	<u>4,180,230</u>
Total liabilities and net assets	<u>\$ 10,046,536</u>	<u>\$ 10,442,231</u>

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The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Activities**

**For the Years Ended June 30, 2016 and 2015**

	2016			2015		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenue and support						
Medicaid	\$ 38,399,302	\$ -	\$38,399,302	\$ 36,812,472	\$ -	\$ 36,812,472
New Hampshire Department of Developmental Services	1,057,089	-	1,057,089	782,158	-	782,158
Contributions and grants	3,037,012	20,600	3,057,612	1,578,028	15,780	1,593,808
Client fees	160,115	-	160,115	187,691	-	187,691
Adult day service program	210,135	-	210,135	226,758	-	226,758
Rental income	38,460	-	38,460	45,830	-	45,830
Other revenues	325,119	-	325,119	353,358	-	353,358
The PLUS Company, Inc. services	131,996	-	131,996	131,996	-	131,996
United Way	14,489	-	14,489	10,193	-	10,193
Third party insurance	827,797	-	827,797	605,133	-	605,133
Production sales and service	171,350	-	171,350	156,158	-	156,158
Net assets released from restrictions	20,481	(20,481)	-	10,744	(10,744)	-
<b>Total revenue and support</b>	<b>44,393,345</b>	<b>119</b>	<b>44,393,464</b>	<b>40,900,519</b>	<b>5,036</b>	<b>40,905,555</b>
Operating expenses						
Program services						
Adult services	34,775,015	-	34,775,015	32,844,463	-	32,844,463
Children services	3,475,254	-	3,475,254	3,167,931	-	3,167,931
Elder services	3,552,947	-	3,552,947	2,310,961	-	2,310,961
<b>Total program services</b>	<b>41,803,216</b>	<b>-</b>	<b>41,803,216</b>	<b>38,323,355</b>	<b>-</b>	<b>38,323,355</b>
Supporting services						
General management	2,333,377	-	2,333,377	2,106,761	-	2,106,761
Fundraising	106,658	-	106,658	92,126	-	92,126
<b>Total supporting services</b>	<b>2,440,035</b>	<b>-</b>	<b>2,440,035</b>	<b>2,198,887</b>	<b>-</b>	<b>2,198,887</b>
<b>Total operating expenses</b>	<b>44,243,251</b>	<b>-</b>	<b>44,243,251</b>	<b>40,522,242</b>	<b>-</b>	<b>40,522,242</b>
Change in net assets	150,094	119	150,213	378,277	5,036	383,313
Net assets, beginning of year	4,156,678	23,552	4,180,230	3,778,401	18,516	3,796,917
Net assets, end of year	\$ 4,306,772	\$ 23,671	\$ 4,330,443	\$ 4,156,678	\$ 23,552	\$ 4,180,230

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2016**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	-	-	\$ 35,780,968	\$ 2,027,387	\$ 590,947	\$ 38,399,302	-	-	\$ 38,399,302
New Hampshire Department of Developmental Services	-	-	309,160	747,929	-	1,057,089	-	-	1,057,089
Contributions and grants	-	37,583	21,513	118,492	2,880,024	3,057,612	-	-	3,057,612
Client fees	-	-	160,115	-	-	160,115	-	-	160,115
Adult day service program	-	-	-	-	210,135	210,135	-	-	210,135
Rental income	-	-	38,460	-	-	38,460	388,188	(388,188)	38,460
Other revenues	717	-	183,773	89,370	51,199	325,059	60	-	325,119
The PLUS Company, Inc. service	125,028	11	1,314	5,562	81	131,996	-	-	131,996
United Way	-	-	1,795	-	12,694	14,489	-	-	14,489
Third party insurance	-	-	-	827,797	-	827,797	-	-	827,797
Production sales and service	48,528	-	41,604	81,218	-	171,350	-	-	171,350
Management fees	-	-	77,106	-	-	77,106	-	(77,106)	-
	<u>\$ 174,273</u>	<u>\$ 37,594</u>	<u>\$ 36,615,808</u>	<u>\$ 3,897,755</u>	<u>\$ 3,745,080</u>	<u>\$ 44,470,510</u>	<u>\$ 388,248</u>	<u>\$ (465,294)</u>	<u>\$ 44,393,464</u>
Total revenue and support									

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2015**

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency Revenues</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Services</u>
Medicaid	\$ -	-	\$ 33,936,152	\$ 2,248,585	\$ 627,735	\$ 36,812,472	-	-	\$ 36,812,472
New Hampshire Department of Developmental Services	-	-	355,882	426,276	-	782,158	-	-	782,158
Contributions and grants	-	39,677	23,342	109,106	1,421,683	1,593,808	-	-	1,593,808
Client fees	-	-	184,648	3,043	-	187,691	-	-	187,691
Adult day service program	-	-	-	-	226,758	226,758	-	-	226,758
Rental income	-	-	45,830	-	-	45,830	383,688	(383,688)	45,830
Other revenues	1,680	287	120,403	65,079	118,988	306,437	46,921	-	353,358
The PLUS Company, Inc. services	131,996	-	-	-	-	131,996	-	-	131,996
United Way	-	-	1,077	-	9,116	10,193	-	-	10,193
Third party insurance	-	-	-	605,133	-	605,133	-	-	605,133
Production sales and service	44,550	-	40,638	70,970	-	156,158	-	-	156,158
Management fees	-	-	77,016	-	-	77,016	-	(77,016)	-
<b>Total revenue and support</b>	<u>\$ 178,226</u>	<u>\$ 39,964</u>	<u>\$ 34,784,988</u>	<u>\$ 3,528,192</u>	<u>\$ 2,404,280</u>	<u>\$ 40,935,650</u>	<u>\$ 430,609</u>	<u>\$ (460,704)</u>	<u>\$ 40,905,555</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2016**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,222,203	\$ 37,142	\$ 3,068,912	\$ 1,942,051	\$ 1,813,111	\$ 8,083,419	\$ -	\$ -	\$ 8,083,419
Contract staff	82,830	1	11,195	23	5	94,054	-	-	94,054
Employee benefits	347,961	8,830	577,370	359,236	139,065	1,432,462	-	-	1,432,462
Payroll taxes	89,554	2,823	228,938	146,070	137,623	605,008	-	-	605,008
Total payroll and related expenses	<u>1,742,548</u>	<u>48,796</u>	<u>3,886,415</u>	<u>2,447,380</u>	<u>2,089,804</u>	<u>10,214,943</u>	-	-	<u>10,214,943</u>
Other expenses									
Client treatment services	-	-	386,410	570,416	492	957,318	-	-	957,318
Professional fees	363,546	3,347	512,295	78,622	415,458	1,373,268	6,804	(6,804)	1,373,268
Staff development and training	20,345	4,578	125,151	23,663	2,694	176,431	-	-	176,431
Rent and mortgage interest	21,552	978	361,528	31,562	88,990	504,610	30,560	(388,188)	146,982
Other occupancy costs	-	-	-	-	-	-	32,945	-	32,945
Utilities	4,701	213	25,446	6,884	1,569	38,813	911	-	39,724
Repair and maintenance	4,225	237	70,441	7,651	1,744	84,298	175,545	(70,302)	189,541
Office, building and household	50,868	1,095	39,789	17,238	7,139	116,129	1,734	-	117,863
Equipment rental	19,251	296	35,320	9,739	4,149	68,755	-	-	68,755
Advertising	1,347	9,386	9,650	2,217	736	23,336	-	-	23,336
Communications	6,621	233	24,644	5,612	4,584	41,694	369	-	42,063
Transportation	-	1,123	182,546	49,467	10,252	243,388	4,316	-	247,704
Client services	-	36	378,889	120,046	919,439	1,418,410	-	-	1,418,410
Insurance	15,668	137	16,304	4,411	1,384	37,904	14,447	-	52,351
Other	84,583	36,035	123,254	80,912	7,755	332,539	73	-	332,612
Subcontractor	-	-	28,613,155	8,721	-	28,621,876	-	-	28,621,876
Total other expenses	<u>592,707</u>	<u>57,694</u>	<u>30,904,822</u>	<u>1,017,161</u>	<u>1,466,385</u>	<u>34,038,769</u>	<u>267,704</u>	<u>(465,294)</u>	<u>33,841,179</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	2,335,255	106,490	34,791,237	3,464,541	3,556,189	44,253,712	267,704	(465,294)	44,056,122
Depreciation	2,007	345	41,515	16,474	2,543	62,884	124,245	-	187,129
Area Agency Properties expense allocation	20,763	946	308,536	30,786	30,918	391,949	(391,949)	-	-
Elimination allocation	(24,648)	(1,123)	(366,273)	(36,547)	(36,703)	(465,294)	-	465,294	-
Total operating expenses	<u>\$ 2,333,377</u>	<u>\$ 106,658</u>	<u>\$ 34,775,015</u>	<u>\$ 3,475,254</u>	<u>\$ 3,552,947</u>	<u>\$ 44,243,251</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 44,243,251</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2015**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
<b>Payroll and related expenses</b>									
Salaries and wages	\$ 1,197,804	\$ 33,507	\$ 3,049,829	\$ 1,689,141	\$ 1,162,359	\$ 7,132,640	\$ -	\$ -	\$ 7,132,640
Contract staff	94,958	5	18,525	1,736	51	115,275	-	-	115,275
Employee benefits	330,361	7,816	558,128	291,992	135,773	1,324,070	-	-	1,324,070
Payroll taxes	85,336	2,519	229,243	127,844	88,455	533,397	-	-	533,397
Total payroll and related expenses	<u>1,708,459</u>	<u>43,847</u>	<u>3,855,725</u>	<u>2,110,713</u>	<u>1,386,638</u>	<u>9,105,382</u>	<u>-</u>	<u>-</u>	<u>9,105,382</u>
<b>Other expenses</b>									
Client treatment services	1,579	73	457,623	745,182	615,168	1,819,625	-	-	1,819,625
Professional fees	244,988	845	491,420	107,405	152,035	996,693	6,714	(6,714)	996,693
Staff development and training	20,879	6,386	257,576	14,274	2,709	301,824	-	-	301,824
Rent and mortgage interest	21,317	941	353,799	31,431	89,196	496,684	31,186	(383,688)	144,182
Other occupancy costs	-	-	-	-	-	-	37,562	-	37,562
Utilities	4,940	218	26,331	7,283	2,267	41,039	294	-	41,333
Repairs and maintenance	5,593	221	67,699	7,368	2,294	83,175	200,388	(70,302)	213,261
Office, building and household	25,626	184	31,507	13,419	6,784	77,520	59	-	77,579
Equipment rental	20,645	330	39,932	11,754	5,266	77,927	-	-	77,927
Advertising	4,135	2,633	7,536	2,665	719	17,688	-	-	17,688
Communications	11,548	303	24,238	7,054	4,800	47,943	366	-	48,309
Transportation	5,580	2,722	185,377	37,684	12,436	243,799	4,313	-	248,112
Client services	-	-	323,397	9,065	21,258	353,720	-	-	353,720
Insurance	29,882	197	23,768	6,574	2,671	63,092	13,723	-	76,815
Other	-	33,161	280,349	54,046	8,185	375,741	87	-	375,828
Subcontractor	-	-	26,444,379	-	-	26,444,379	-	-	26,444,379
Total other expenses	<u>396,712</u>	<u>48,214</u>	<u>29,014,931</u>	<u>1,055,204</u>	<u>925,788</u>	<u>31,440,849</u>	<u>294,692</u>	<u>(460,704)</u>	<u>31,274,837</u>
<b>Total operating expenses before depreciation and Area Agency Properties and elimination allocations</b>	2,105,171	92,061	32,870,656	3,165,917	2,312,426	40,546,231	294,692	(460,704)	40,380,219
Depreciation	4,914	210	25,669	7,016	2,184	39,993	102,030	-	142,023
Area Agency Properties expense allocation	20,613	902	321,565	31,017	22,625	396,722	(396,722)	-	-
Elimination allocation	(23,937)	(1,047)	(373,427)	(36,019)	(26,274)	(460,704)	-	460,704	-
Total operating expenses	<u>\$ 2,106,761</u>	<u>\$ 92,126</u>	<u>\$ 32,844,463</u>	<u>\$ 3,167,931</u>	<u>\$ 2,310,961</u>	<u>\$ 40,522,242</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 40,522,242</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Cash Flows**

**For the Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 43,176,891	\$ 40,188,872
Cash paid to suppliers and employees	(44,395,090)	(39,480,926)
Interest received	1,409	1,614
Interest paid	<u>(35,869)</u>	<u>(38,744)</u>
Net cash (used) provided by operating activities	<u>(1,252,659)</u>	<u>670,816</u>
Cash flows from investing activities		
Change in deposits	-	(22,339)
Proceeds from disposition of property and equipment	31,700	-
Acquisition of property and equipment	<u>(351,081)</u>	<u>(270,191)</u>
Net cash used by investing activities	<u>(319,381)</u>	<u>(292,530)</u>
Cash flows from by financing activities		
Payments on long-term debt	<u>(57,858)</u>	<u>(55,711)</u>
Net (decrease) increase in cash and cash equivalents	(1,629,898)	322,575
Cash, beginning of year	<u>2,950,855</u>	<u>2,628,280</u>
Cash, end of year	<u>\$ 1,320,957</u>	<u>\$ 2,950,855</u>
Reconciliation of change in net assets to net cash (used) provided by operating activities		
Change in net assets	\$ 150,213	\$ 383,313
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	187,129	142,023
Loss on disposal of property and equipment	-	6,593
Change in beneficial interest in a perpetual trust	1,270	(287)
Change in assets and liabilities		
Increase in accounts receivable	(1,080,976)	(941,052)
Decrease in prepaid expenses and other current assets	1,739	136,799
(Decrease) in accounts payable	(613,190)	819,825
Increase (decrease) in accrued expenses and other current liabilities	225,912	(102,668)
Decrease (increase) in deferred revenue	<u>(124,756)</u>	<u>226,270</u>
Net cash (used) provided by operating activities	<u>\$ (1,252,659)</u>	<u>\$ 670,816</u>

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The accompanying notes are an integral part of these consolidated financial statements.



**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Nature of Activities**

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2016 and 2015, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2016 and 2015**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

**Income Taxes**

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

**Cash**

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$43,784 and \$21,108 was recognized at June 30, 2016 and 2015, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.

Notes to the Consolidated Financial Statements

June 30, 2016 and 2015

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture	5-10 years

**Deferred Revenue**

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 26, 2016, which is the date that the consolidated financial statements were available to be issued.

2. **Property and Equipment**

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land and improvements	\$ 604,520	\$ 521,520
Building improvements	3,464,880	3,196,800
Vehicles	14,452	14,452
Equipment and furniture	<u>510,648</u>	<u>542,348</u>
	4,594,500	4,275,120
Less accumulated depreciation	<u>2,015,745</u>	<u>1,828,617</u>
	<u>\$ 2,578,755</u>	<u>\$ 2,446,503</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2016 and 2015**

**3. Line of Credit**

The Organization has an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (3.50% at June 30, 2016). The Organization maintained no outstanding balance at June 30, 2016 and 2015. The line of credit is due for renewal on February 28, 2018.

**4. Long-Term Debt**

Long-term debt consisted of the following at June 30:

	<u>2016</u>	<u>2015</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.37%, through May 2018 at which time a balloon payment for the balance will be due; collateralized by real estate.	\$ 442,299	\$ 461,254
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	145,157	168,037
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>144,870</u>	<u>160,893</u>
	<b>732,326</b>	<b>790,184</b>
Less current portion	<u>(63,221)</u>	<u>(59,875)</u>
Long-term debt, net of current portion	<u><b>\$ 669,105</b></u>	<u><b>\$ 730,309</b></u>

Annual principal payments for the next five fiscal years are as follows:

2017	\$	63,221
2018		463,511
2019		44,214
2020		46,055
2021		47,973

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2016.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2016 and 2015**

**5. Concentration of Credit Risk**

For the years ended June 30, 2016 and 2015, 86% and 90%, respectively, of revenue and support of the Organization was derived through contracts with the State of New Hampshire's Medicaid program. As of June 30, 2016 and 2015, accounts receivable due from the State of New Hampshire's Medicaid Program was 63% and 72%, respectively.

**6. Affiliate**

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. Gateways provides approximately 64% of revenues generated by PLUS, making PLUS financially dependent on the Organization.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2015, both of these criteria were met between the Organization and the PLUS Company, Inc. At June 30, 2016, as a result of changes in board composition, common control no longer exists. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2016 is allowed but not required. The Organization's general purpose consolidated financial statements include the accounts of Plus because it was deemed to provide a more meaningful presentation.

The following is summarized financial data of PLUS:

	<u>2016</u>	<u>2015</u>
Total assets	<u>\$ 3,823,669</u>	<u>\$ 3,642,802</u>
Total liabilities	<u>\$ 2,275,357</u>	\$ 2,134,495
Total net assets	<u>1,548,312</u>	<u>1,508,307</u>
Total liabilities and net assets	<u>\$ 3,823,669</u>	<u>\$ 3,642,802</u>
Total revenue and support	<u>\$12,027,197</u>	\$11,829,806
Total operating expenses	<u>11,987,192</u>	<u>11,448,295</u>
Change in net assets	<u>\$ 40,005</u>	<u>\$ 381,511</u>
Due to PLUS included in accounts payable	<u>\$ 496,154</u>	<u>\$ 784,828</u>
PLUS services support included in subcontractor expense	<u>\$ 8,450,686</u>	<u>\$ 8,039,403</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2016 and 2015**

**7. Retirement Plan**

On August 1, 2012, the Organization adopted a qualified 403(b) retirement plan (the Plan). The Plan covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. The matching contributions charged to operations for the plan were \$63,763 and \$72,206 for the years ended June 30, 2016 and 2015, respectively.

**8. Funds Held by Others**

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling their mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$447,000 at June 30, 2016 and \$465,000 at June 30, 2015.

The Organization is also a beneficiary of an agency endowment fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2016 and 2015, the estimated value of the future distributions from the agency fund in the amount of \$31,776 and \$33,046, respectively, is included in the consolidated statements of financial position as beneficial interest in perpetual trust.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in the years ended June 30, 2016 and 2015.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2016 and 2015**

**9. Fair Value Measurements**

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

**Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

**Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of depreciation of \$1,270 and appreciation of \$287 for the years ended June 30, 2016 and 2015, respectively.

**GATEWAYS COMMUNITY SERVICES  
BOARD OF DIRECTORS**

**Edgar R. Carter – Chair  
Helen Honorow – Vice Chair  
Mark Thornton\* – Secretary  
Joe Gamache\* – Treasurer**

**Bob Corcoran\*  
Jim McKenna  
Rich Pietravalle\*  
Lou Primmer\*  
Marc Sadowsky  
James Testaverde\*  
Leah Brokhoff  
Peggy Gilmour  
Tim McMahon\*  
Lauren Primmer\*  
Lisa Scheib  
Parker Thornton\*  
Kim Craffey  
Jim Moran\*  
Sharron Rowlett-Moore**

*\*indicates consumer*



# SANDRA B. PELLETIER

Gateways Community Services | 144 Canal Street, Nashua, NH 03064 | 603-882-6333  
spelletier@gatewayscs.org | www.gatewayscs.org

## PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

## EDUCATION

Leadership New Hampshire <b>Certificate</b>	1994
Intensive 10-month statewide leadership development program (seminar format)	
Antioch College Management Institute, Keene, NH <b>Certificate</b>	1983
Management of Non-Profit Agencies	
University of New Hampshire, Durham, NH <b>M.Ed.</b>	1979
University of Maine, Orono, ME <b>B.A</b>	1977
Summa cum Laude, Phi Beta Kappa	

## PERSONAL AWARDS

25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement in the area of developmental services	2003
“Citizen of the Year” designate, The PLUS Company, Nashua, NH	2001
Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club	1991
Recipient, “Distinguished Service Award in the field of Developmental Disabilities”	1989

## CORPORATE AWARDS

Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services By the Center on Human Policy, Syracuse University	2012
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

## EXPERIENCE

Gateways Community Services, Nashua, NH <b>President/CEO</b>	1983 – Present
Oversees a \$45 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars	

## BOARD MEMBERSHIPS

SHARE Outreach	2015 – Present
New Futures	2015 – Present
Rotary of Nashua West	2002 – Present
The PLUS Company, Nashua, NH	1996 – Present
CSNI, Concord, NH (founding Board Chair)	1995 – Present
Regional Special Education Consortium, Amherst, NH	1992 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2014

# TIMOTHY A. LEACH, C.P.A.

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## CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

## SUMMARY OF QUALIFICATIONS

***M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.***

***Expertise and knowledge*** in financial areas such as:

- |                                     |                             |                     |
|-------------------------------------|-----------------------------|---------------------|
| - Certified Public Accountant       | - Audits/Internal Controls  | - Policy Design     |
| - International Operations          | - Finance/Fiscal Operations | - Budgeting         |
| - Strategic/Organizational Planning | - Revenue Recognition       | - Corporate Tax     |
| - Foreign Currency Translations     | - System Implementation     | - Staff Development |
| - Consolidated Financials           | - Procurement of Goods      | - Asset Management  |

## SELECTED ACCOMPLISHMENTS

**IMPROVED** consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

**COORDINATED** annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

**DEVELOPED** accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

**SUCCESSFULLY** implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

## PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – Present

### Chief Financial Officer

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003

### Senior Finance Manager

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

### Senior Accountant

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989 – 2000

### Accounting Manager

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988 – 1989

### Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

## EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

## LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

## ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,  
Volunteer – Nashua Soup Kitchen

*Nzenalu Obinelo MSW, RSW*

Tel:

Email:

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PROFESSIONAL PROFILE

Senior Level Director with extensive experience in cross functional team management, strategic planning, multi-sectoral partnership building and change management. Solid analytical skills and problem solving capacity. Excellent interpersonal and communication skills. Dynamic, team oriented community leader and builder.

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AREAS OF EXPERTISE

- Communication & Interpersonal Skills
- Management & Delegation
- Training & Development
- Healthcare & Operational Management
- Strategic & Care Planning
- Inter-Professional Practice
- Recruitment & Selection
- Leadership & Collaboration
- Legislative Review & Compliance
- Teaching & Education
- Budgets & Fund Raising

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WORK EXPERIENCE

**VICE PRESIDENT OF CHILDREN AND FAMILY SERVICES**

**1999 – PRESENT**

*Gateways Community Services – Nashua, New Hampshire*

Senior Director to multiple programs, which provide services to children and adults who are intellectually disabled and/or have mental health diagnosis: Administer strategic goals throughout these programs and report directly to agency's Chief Executive Officer. Responsibility also includes assignment to Board Committees and Board responsibilities as necessary. Provide leadership to management team of direct reports.

Experience in leading and supporting various program teams and community partnerships, which provide local trainings, consultations and crises planning to assure that services are available to dually diagnosed individuals, their families and staff. Providing leadership to staff who maintain a goal of supporting individuals to live in their community regardless of the level of personal challenge, and regardless of the depth of needs.

Responsibilities include oversight of the following departments:

- Family Support
- In Home Supports and Services
- Adult Custom Services
- Elder Services
- Autism Centre
- Mental Health
- Intake Services
- Early Supports And Services
- Partners In Health

**INTENSIVE CASE MANAGER**

**1997 – 1999**

*New Alternatives Inc., San Diego California*

Coordinated "treatment teams" for youth at risk and their families in the Community-based, Intensive Treatment of Youth (C.I.T.Y.) Program. Conducted strength based assessments with children and their families.

**SOCIAL WORKER**

**1991 – 1997**

*The Hospital for Sick Children, Toronto, Ontario*

Member of multi-disciplinary team in the hematology/oncology program. Provided family and individual therapy to diverse population of pediatric patients and families in need of crisis management support, adjustment counseling and psychotherapy.

Helped patients cope with the long term effects of chronic and terminal illnesses. Completed clinical reports involving psycho-social assessments.

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#### TEACHING EXPERIENCE

##### **FIELD INSTRUCTOR**

**1994 – 1997**

*University of Toronto, Toronto, Ontario*

Supervised and evaluated students completing Master of Social Work degrees. Provided instruction for conducting psycho-social assessments, individual and group therapy models, communicative skills and report writing.

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#### EDUCATION & PROFESSIONAL TRAINING

##### **LEADERSHIP NEW HAMPSHIRE**

**2013 – 2014**

*Graduate*

Leadership New Hampshire is one of 14 initiatives proposed in the Governor's Commission on New Hampshire in the 21st Century to identify emerging leaders for key roles in state-wide issues and developing a network of informed leaders.

- Identified to take on leadership role on state-wide issues; and develop a network for effective leadership.
- Interacted and liaised with top state officials, judges, educators, students, corporate leaders and others who receive, deliver or make decisions and policy that affect services across the state.

##### **ONTARIO COLLEGE OF CERTIFIED, REGISTERED SOCIAL WORKERS**

**1993 – PRESENT**

*Registered Social Worker (RSW)*

Professional designation associated with the practice of social work.

##### **UNIVERSITY OF WINDSOR, WINDSOR, ONTARIO, CANADA**

**1985 - 1990**

*Master of Social Work - School of Social Work (1990)*

Courses focused on community organization and administration of social service organizations. Thesis involved evaluation of the effectiveness of volunteer sector service delivery mechanisms with respect to home care and hospice.

*Bachelor of Social Work - School of Social Work (1989)*

Program involved courses in sociology, psychology, social work and the law.

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#### CIVIC ENGAGEMENT, FUNDRAISING, VOLUNTEER WORK

- Board Member, American Civil Liberties Union (ACLU) New Hampshire
- Board Member, Thank You Project, Nashua, New Hampshire
- Nashua High School South, Nashua, New Hampshire
- Avon Walk for Breast Cancer, Boston, Massachusetts
- Susan G. Komen 3 Day, Boston, Massachusetts
- Immaculate Conception Parish, Nashua, New Hampshire
- Mayor's Task Force on Youth – City Hall, Nashua, New Hampshire
- Networks – Department of Child, Youth and Families, Nashua, New Hampshire
- Camp Jumoke, Toronto, Ontario
- Camp Oochigeas, Toronto, Ontario

References Available Upon Request

## Kristen L. Henderson

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### **Objective**

To continue as an effective human service professional, utilizing my extensive experience in field work, advocacy, and management to positively impact and provide support to individuals, families, staff, and agency within the context of the mission and vision.

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### **Summary of Qualifications**

- Proven ability to work independently, with diverse populations and teams; as well as managing crises to reach desired outcome.
- Excellent facilitation and interpersonal skills.
- Committed to effective leadership of and within the team.
- 30 years human services experience.
- Strong critical thinking and problem solving skills.
- Ability to provide resource and referral according to needs of the family in order to positively impact quality of life in accordance with their cultural and personal belief systems; providing tools for maximizing skills and abilities.

### **Skills/Areas of Expertise**

#### Administrative and Management Skills

- Provide oversight of forensic/"at risk" services for the organization. Serving as liaison with the regional forensic psychologist and other related clinicians.
- Plan transition supports from high school to adult services for students and families.
- Handled all facets of residential procedures to include group home living, adult foster care/enhanced family care placements, initiated and supported community based apartments and family support.
- Prepared and monitored program and individual budgets.
- Understand and embrace the importance of effective interaction with all levels of personnel, families, community members and multi disciplinary teams.
- Organize and coordinate projects including Strategic Planning efforts.

#### Supervision Skills

- Supervise service coordination department of eighteen service coordinators including independent contractors, forensic service coordination and administrative support.
- Manage client centered teams.
- Assure training requirements were met and relevant trainings were identified and supported.
- Provided staffing and supervision for 24 hour programs.
- Interview, hire, train and mentor new employees.
- Supported and motivated as many as 20 employees and subcontractors.

#### Communication Skills

- Planned, organized and facilitated client centered team meetings.
- Developed and submitted comprehensive planning tools with a historical component for each client.
- Advocate for clients and employees in and out of the service delivery system.
- Coordinated and Facilitated Human Rights Committee for the region.
- Facilitate Service Coordinator Meetings and specific Redesign Processes.
- Facilitated treatment groups to include Anger Management and Human Sexuality.
- Consulted with teams to include multi disciplinary professionals.
- Acted as liaison to the regional forensic psychologist and other related clinicians.

#### Case Management

- Support individuals and families to live good quality, meaningful lives.
- Ability to effect change in a positive way by connecting to supports and services based on need.
- Participant on team to interview, hire, train and mentor new service coordinators.
- Handled the challenge of organizing and coordinating projects, as well as being an integral member of the team.
- Advocate for promoting independence and providing informed consent.
- Supported individuals served to be participants in planning and choice making through empowerment.
- Provided first point of department contact to determine intake needs through a deliberate process.
- Connected individuals and families to community resources.

#### **Employment**

- 1996 to Present Gateways Community Services, Nashua, NH  
Senior Director of Adult Services and Service Coordination  
Service Coordination Director, Service Coordination Manager,  
Service Coordination Supervisor, Senior Service Coordinator,  
Forensic Service Coordinator, Transition Service Coordinator
- 1986 to 1996 The PLUS Company, Inc., Nashua, NH  
Program Coordinator, Direct Support Professional
- 1990 to Present The PLUS Company, Inc., Nashua, NH  
Home Care Provider Subcontractor

#### **Education**

2011 M.S., with high honors, Springfield College, SHS  
Major: Human Services  
Concentration: Organizational Management and Leadership

2009 B.S., with honors, Springfield College, SHS  
Major: Human Services

1984 Nashua High School, Nashua, NH  
HS diploma class of 1984

**Training**

START facilitated trainings  
Project Management  
LEAN Principles Overview  
Leadership Series  
Safety Trainings for Field Workers/Home Visitors  
College of Direct Support Eleven Courses  
Bullying in Workplace  
Training of Trainers (Mediation, Facilitation, Sexuality and Relationships, Anger Management)  
Social Role Valorization  
PASSING  
Supporting High Risk Individuals in the Community  
Domestic and Sexual Violence for DD  
ATSA and NHATSA Conferences  
Substance Abuse and TBI  
Management Skills  
Effective Communication  
Managing Through Change  
Leadership of Self-Managing Teams  
Managing Difficult Behavior  
Disaster Preparedness Assessment  
ID/MH Clinical Education Trainings with Project START

**Memberships**

Nashua Autism Network  
NH ATSA  
SART (Sexual Assault Resource Team, professional action group)  
Credentialed Human Service Professional  
Pi Gamma Mu, International Honor Society

**Volunteer**

City of Nashua Public Health Community Health Survey (2011)  
Camp Allen, resident camp counselor (summer sessions 1996-1998)  
SONH Summer Games/PLUS Co Team (1988-1998)  
Various political campaigns (Clinton, Obama, Lynch, Hoades, Shaheen)

Other relevant trainings and certifications available upon request.

References available and readily furnished upon request.



## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name: Area Agency of Greater Nashua, Inc.  
D.B.A. Gateways Community Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Sandra Pelletier, President/CEO	\$167,092	0.00%	\$0.00
Timothy Leach, CFO	\$104,754	0.00%	\$0.00
Nzenalu Obinelo, Vice President of Children & Family Services	\$90,001	0.00%	\$0.00
Kristen Henderson, Senior Director of Clinical and Adult Services	\$78,000	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
<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.

Subject: Developmental and Acquired Brain Disorder Services (SS-2018-BDS-01-DEVEL-09)

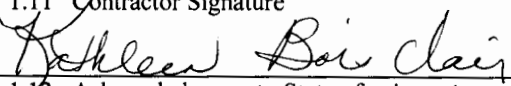
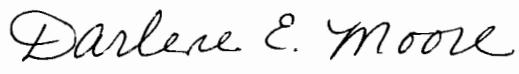
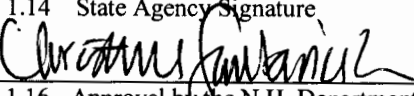
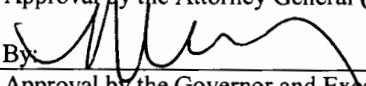
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc.		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover NH 03820-4375	
1.5 Contractor Phone Number 603-516-9300 ext 9342	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$3,195,026.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of <u>NewHamp</u> , County of <u>Strafford</u> On <u>may 15, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">                       [Seal]                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public <div style="text-align: right; margin-right: 50px;"> <i>My Commission Expires April 8, 2020.</i> </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, BDS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/14/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Date: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

K. B.      5/15/17  
 int      Date

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials K. B.  
Date 5/15/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
  - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
  - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
  - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
  - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
  - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available to them or they are eligible for such as but not limited to



Division of Vocational Rehabilitation, Division of Education Improvement, Division of Family Assistance, Division of Public Health Services, Bureau of Community Mental Health Services, local education agencies, and Developmental Disabilities Council.

- 1.7. The Contractor shall assure that all persons employed by or under contract with the Contractor, or any subcontractor, who are in regular contact with or provide direct care or services to any individual, shall be screened for criminal convictions in accordance with Revised Statutes Annotated (RSA) 106 B: 14.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means for the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

## 2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services and described in more detail and quantity in Exhibits A-1 and A-2 respectively of this Agreement as follows:
  - 2.1.1. Community Support/Independent Living Services
  - 2.1.2. Community Participation Services and/or Employment Services
  - 2.1.3. Family-Centered Early Supports and Services
  - 2.1.4. Family Support Services
  - 2.1.5. In-Home Support Services
  - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
  - 2.1.7. Residential Services
  - 2.1.8. Service Coordination
  - 2.1.9. Services to Person with Acquired Brain Disorders



2.1.10. Participant Directed Managed Services

2.1.11. Room and Board for all Residential Services provided under this Agreement

2.1.12. Council on Youth with Chronic Conditions Support

**2.2. National Core Indicators (NCI)**

2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

**2.3. Supports Intensity Scale (SIS)**

2.3.1. The Contractor shall work with the Department's contracted SIS interviewers and as directed by the Department to facilitate the completion of the SIS assessments for each and all individuals served under this Contract, in accordance with New Hampshire Administrative Rule He-M 503.

2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual as outlined in New Hampshire Administrative Rule He-M 503.

2.3.3. The Contractor shall also use the results of the SIS assessments to create individual budget proposals as outlined in New Hampshire Administrative Rule He-M 503 for the estimated cost of each individual's services defined in the Individual Service Agreement Section 2.3.2.

**2.4. Health Risk Screening Tool (HRST):**

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Receive the necessary training on how to obtain and enter the required information into the HRST database.

2.4.2.2. Use the results of the screening to assist individuals to access needed medical care as outlined in He-M 503.





- 2.4.3. The Contractor also agrees to use the Service Agreement template through HRST to create individual services as in Section 2.3.2.

## 2.5. Individual Budget Templates

- 2.5.1. The Contractor shall use individual budget templates provided by the Department when estimating the costs for services defined in the Individual Service Agreement.
- 2.5.2. The Contractor shall estimate costs for services in accordance with He-m 503.

## 2.6. Risk Management

- 2.6.1. The Contractor shall maintain a local Risk Management Committee (RMC), as recommended by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Department's adopted policy and practice statements regarding the operations of this committee. A representative of the local RMC shall participate in the meetings of the Statewide Risk Management Committee.
- 2.6.2. The Contractor agrees:
- 2.6.2.1. For each individual who is deemed in an assessment to pose a risk to community safety, the RMC shall review and approve a risk management plan.
- 2.6.2.2. The local RMC shall seek input from the Statewide Risk Management Committee before finalizing the risk management plans.

## 2.7. Wait List Registry

- 2.7.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.7.2. The Contractor shall obtain, enter, and update within 30 days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.7.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an



allocation of funding for the individual's services budget. The Contractor shall enter in the in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services.

**2.8. Employment Data System (EDS)**

- 2.8.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served and who are employed.
- 2.8.2. The Contractor shall obtain and enter or update all of the required information into EDS such as such as, but not limited to: job-end-date or any changes in hours worked or wages earned within 30 days from the date defined by the Department to generate the regional and statewide employment reports.

**2.9. Budget Tracking System (BTS)**

- 2.9.1. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.5 into the BTS for Department to approve the individual's services and budgets.
- 2.9.2. The Contractor agrees that no services shall be provided to individuals until Department approval in Section 2.9.1.

**2.10. NHLeads**

- 2.10.1. The Contractor agrees to use NHLeads to record service activity for individuals over the age of three as follows:
  - 2.10.1.1. Complete intake processing
  - 2.10.1.2. Determine eligibility for and types of services
  - 2.10.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section
- 2.10.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.

2.11. The Contractor agrees, for services that are non-billable, to at least a single service entry per month shall suffice to show that an individual was served during that month. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

Contractor Initials K.B.

Date 5/15/17



## 2.12. Data Stewardship Project

- 2.12.1. The Contractor agrees to work with the Department to exchange required information in a secure manner.
- 2.12.2. The vendor shall preserve the confidentiality, integrity, and accessibility of State of NH data, intellectual property, and deliverables of this scope of work with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state, industry standards and best practices.
- 2.12.3. The vendor will develop, maintain, and follow procedures to ensure that all State of NH data is protected throughout its entire information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 2.12.4. The vendor will maintain proper security and privacy controls on its systems used to connect to the NH State network, systems, and applications according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and RSA 359c. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.12.5. The vendor will sign and comply with any and all applicable State of NH and department system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.12.6. Where access to State of NH or department systems is granted, the vendor will ensure access, account credentials, and passwords are not shared and will maintain unique user names and passwords. The vendor will comply with the State standard for passwords and ensure strong passwords are created and updated at least every 90 days. The vendor will not use State of NH or department for any other reason than is expressly provided by the department. Data will not be



removed from State of NH systems or used for unauthorized purposes or provided to unauthorized persons.

- 2.12.7. The vendor will ensure any applicable sub-contractors maintain proper security and privacy standards and are in compliance with this agreement.
- 2.12.8. When using third party service providers to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the vendor for the purpose of demonstrating security and privacy regulatory compliance is being achieved and maintained.
- 2.12.9. The contractor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated.

### 2.13. No Wrong Door System

- 2.13.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.13.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.13.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS).
- 2.13.4. The Contractor shall ensure that individuals connects to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners



including but not limited to ServiceLink, Area Agencies, and DHHS Division of Individual Services;

- 2.13.5. The Contractor will participate in up to three (3) state and up to four (4) regional meetings for NHCarePath.
- 2.13.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.13.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.13.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

#### 2.14. Complaint Investigation

- 2.14.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.14.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.14.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses

#### 2.15. Maintenance of Fiscal Integrity

- 2.15.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined)



statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.15.2. The Contractor agrees to financial performance standards as follows:

2.15.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.15.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

2.15.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service



(principal and interest) over the next twelve (12) months.

- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

#### 2.15.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula: Net assets (total assets less total liabilities) divided by total assets.
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

#### 2.15.3. In the event that the Contractor does not meet either:

- 2.15.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.15.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,
- 2.15.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.15.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.



- 2.15.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.15.4. The Contractor shall inform the Director of the Bureau of Developmental Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.15.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.15.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.15.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
- 2.15.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.





## Scope of Services: Detailed Service Descriptions

### **1. Provisions Applicable to All Services in Exhibit A-1**

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of individuals and projected number of units for each service as outlined in Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
  - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
  - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall be serving the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
  - 1.3.1. The Contractor shall report to the Department within five (5) days from the individuals last day of services.
  - 1.3.2. The Contractor shall include in said report:
    - 1.3.2.1. the name of the individual,
    - 1.3.2.2. the last date of services for the individual,
    - 1.3.2.3. the services the individual received and the utilization of services the individual received for each service, and
    - 1.3.2.4. an explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals as in Section 1.1. above shall constitute grounds for a reduction in the price limitation set forth above in the General Provisions of this agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, that the State, at its



discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions of this agreement.

- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region IX defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
  - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed by individuals to enhance optimal functioning and independence in basic skills.
  - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training for residents in order to continually assure that the residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

## **2. Community Supports/Independent Living Services**

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

## **3. Community Participation Services and/or Employment Services**

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



#### 4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, family-centered early supports and services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
243

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is enter into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will team with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:



- 
- 4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.
  - 4.7.2. All staff will have current individualized professional development plans updated at least annually.
  - 4.7.3. All staff will have training at least annually in procedural safeguards.
  - 4.7.4. All staff will maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
- 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
  - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
  - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
- 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
  - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.



- 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.
- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.



4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.

4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

## 5. Family Support Services

5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Total Respite Units	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports
250	0	85563	147	103

5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

## 6. In-Home Support Services

6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.



6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

## **7. Contractors who provide Residential services and who may Provide Community Participation Services**

7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

## **8. Residential Services**

8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

## **9. Service Coordination**

9.1. The Contractor agrees to employ 11 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 463 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisors of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."

9.2. The Contractor shall ensure that the Supervisors of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 4 developmentally disabled individuals.

9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and



Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders.”

- 9.4. The Contractor’s Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds and, when appropriate, the individual’s or parent’s (s’) own resources prior to expenditure of Client Services Funds.
  - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

**10. Services to Persons with Acquired Brain Disorders**

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, “Services to Persons with Acquired Brain Disorders.”

**11. Participant Directed and Managed Services**

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, “Participant Directed and Managed Services.”





- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

**12. Room and Board for all Residential Services provided under this Agreement.**

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval prior to start of services to the individual, the type of room and board expenses to be incurred and the cost for said expenses in each individual's Service Agreement Plan and Budget as defined in Exhibit A Section 2.3.2.
- 12.3. The Contractor shall complete a Budget in Section 12.2 using the Department provided Budget Template and Guidelines that define the allowable type of room and board expenses.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources for room and board before seeking reimbursement from the Department for room and board in this Contract

**13. Council on Youth with Chronic Conditions Support**

- 13.1. The Contractor shall provide administrative and financial support for the Council for Youths with Chronic Conditions (CYCC) duties and activities in accordance with New Hampshire Statutes Chapter 126-J: Council for Youths with Chronic Conditions.
- 13.2. The Contractor shall issue payments based on invoices to the individual, vendor, business, or other entity identified and in the amount specified provided and approved by the Council. Payments shall be issued as directed with 30 business days from the date the Contractor receives written notification from authorized Council personnel.



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- 13.3. The Contractor shall submit monthly expenditure reports within 30 business days from the end of the prior month to the Council. Reports shall be submitted in a format agreed to by the Council and the Contractor, and shall include as much of the information as is necessary to reconcile the records of the Council with the records of the Contractor.

Contractor Initials K.B.

Date 5/15/17

## Exhibit A-2 Behavioral Health & Developmental Services of Strafford County

Detailed Service	Service Group	Individual(s)	Service Units
<b>Community Support/Independent Living</b>	Community Support Services	30	37678
<b>Community Participation Services</b>	Day	159	612217
	SEP	15	29196
<b>In Home Support Services</b>	In Home Supports	32	370
<b>Residences Which May Also Provide Community Participation Services</b>	Day	36	161558
	Residential	36	9700
<b>Residential Services</b>	Residential	87	25143
<b>Services to Persons With Acquired Brain Disorders</b>	Day	15	58623
	Residential	20	5534
	Consolidated Services	2	24
<b>Participant Directed and Managed Services</b>	Consolidated Services	77	918



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
  - 2.1. State of New Hampshire General Funds
  - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Room and Board Expenses for individuals who receive Residential Services**
  - 3.1. The Department will reimburse the Contractor for room and board provided to individuals who receive residential services as follows:
    - 3.1.1. Based on approved expenses defined in Exhibit A-1, Section 12, and
    - 3.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
    - 3.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources.
  - 3.2. The Contractor shall submit an invoice that includes the dates of services, the number of individuals, the amount of the approved expenses less the amount paid by other public and private sources, and name of the other public and privates sources.
  - 3.3. The Contractor shall submit an invoice by the 10<sup>th</sup> day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 3.4. This Agreement is one of ten other Agreements with Vendors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.



**Exhibit B**

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- 4. Payment for Part C Supplemental Services funding for children who have Autism**
- 4.1. The Department will reimburse the Contractor for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
  - 4.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
  - 4.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 4.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 5.1. The Department will reimburse the Contractor for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
  - 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
  - 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
  - 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment Methodology for Development and Acquired Brain Disorder Services**
- 6.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
    - 6.1.1. Promptly after the effective date of this Agreement, the State shall make an initial payment to the Contractor of an amount determined by the Bureau to be necessary to initiate services. Thereafter, the State shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, and approved by the Bureau, or such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement, and monthly payments shall be adjusted for capital expenditures, services not being provided on the effective date of this Agreement, amounts paid to initiate services, and increased Medicaid revenue sources.
    - 6.1.2. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified



Exhibit B

in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

- 6.1.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 6.1.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 6.1.5. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.
- 6.1.6. **Medicaid Billing:** The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the DHHS approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement. In cases where the Contractor has billed for services rendered to Medicaid recipients an amount in excess of total budget projections as in Revenue and Expenses Budget (Budget Form A), the State may reduce the price limitation in subparagraph 1.8. of the General Provisions of this Agreement. The amount to be reduced shall be determined by the State, shall not exceed the amount of the additional amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
  - 6.1.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council
- 6.1.7. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference with the following stipulations:



**Exhibit B**

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- 6.1.7.1. The funds shall not be used in any way, which would increase the State's contract rate and/or scope of services of the State's programs without prior approval from the State.
  - 6.1.7.2. The Contractor shall provide a balance sheet and a written report, to the State's satisfaction, on a quarterly basis, to account for the status and expenditure of such allowances.
  - 6.1.7.3. The Contractor shall use any such funds for operating expenses for services under this Agreement.
  - 6.1.8. The Contractor shall submit to the State, within the timelines established by the State, any and all reports required by the State on State funded or Medicaid-funded clients, including program volume and program outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9. of the General Provisions of this Agreement and in a manner and form acceptable to the State.
  - 6.1.9. The Contractor agrees that payment for three (3) percent of the total contract price may be retained by the State, at the discretion of the State, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
7. Allocation of Funding
- 7.1. 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 service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
  - 7.2. **Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.** The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



**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 GRANTEEES 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:  
Behavioral Health & Developmental Services of Strafford County, Inc.

5/15/17  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:  
Behavioral Health & Developmental Services of Strafford County Inc.

5/15/17  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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:  
Behavioral Health & Developmental Services of Strafford County Inc.

5/15/17  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

K.B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:  
Behavioral Health & Developmental Services of Strafford County Inc.

5/15/17  
Date

*Kathleen Boisclair*  
Name: Kathleen Boisclair  
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials K.B.

Date 5/15/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:  
Behavioral Health & Developmental Services of Strafford County Inc.

5/15/17  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Christine Santanella  
Signature of Authorized Representative

Christine Santanella  
Name of Authorized Representative

Director, BDS  
Title of Authorized Representative

5/16/17  
Date

Behavioral Health & Developmental Services of Strafford County Inc.

Name of the Contractor  
Kathleen Boisclair  
Signature of Authorized Representative

Kathleen Boisclair  
Name of Authorized Representative

President  
Title of Authorized Representative

5/15/17  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

5/15/17  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

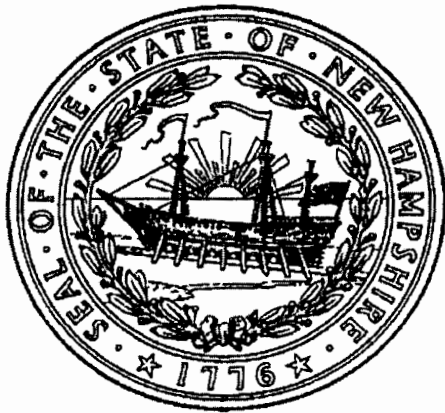
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

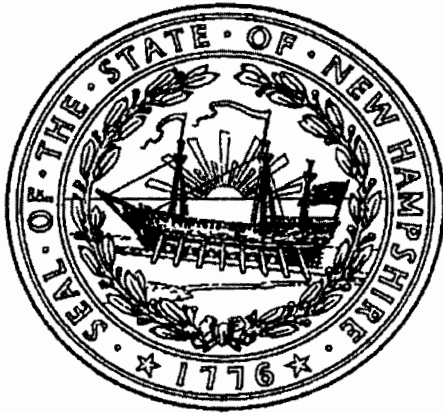
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Ann Landry, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Behavioral Health & Developmental Services of Strafford County, Inc.  
(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 15, 2017:  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 15<sup>th</sup> day of May, 2017.  
(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Strafford

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2017.

By Ann Landry  
(Name of Elected Officer of the Agency)

Darlene E Moore  
(Notary Public) Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 8, 2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Vaudreuil <b>PHONE (AG. No. Ext.):</b> (603) 669-3218 <b>FAX (AG. No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vvaudreuil@crossagency.com	
<b>INSURED</b> Behavioral Health & Developmental Services of Stafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> AIG Specialty Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

COVERAGES CERTIFICATE NUMBER: 16-17 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VVDR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1571395	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Employee Dishonesty \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1571395	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB561896	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	012883756 (3a.) NR All officers included	11/16/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1571395	11/1/2016	11/1/2017	Limit 1,000,000
A	Director's & Officer's Liab		PH8D1191492	11/1/2016	11/1/2017	Limit: 5,000,000 Ded: 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

State of NH  
Dept of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Guarino/JSC

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113 Crosby Road  
Suite 1  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-3244

50 Chestnut Street  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-1850

25 Old Dover Road  
Rochester, NH 03867  
(603) 516-9300  
Fax: (603) 335-9278

A United Way  
Partner Agency



**Mission:** Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

**Vision:** We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

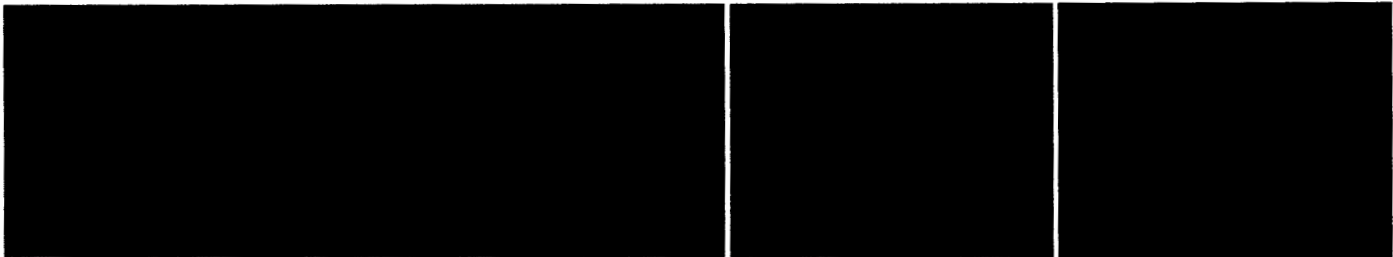
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

**Community Partners**

Behavioral Health & Developmental Services of Strafford County, Inc.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 2, 2016

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Financial Position**

**June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,880,722	\$ 1,086,881
Restricted cash	102,657	120,640
Accounts receivable, net of allowance for doubtful accounts	1,529,747	2,061,351
Grants receivable	250,836	99,915
Prepaid expenses	192,015	142,263
Property and equipment, net	<u>2,017,475</u>	<u>2,179,021</u>
Total assets	<u>\$ 5,973,452</u>	<u>\$ 5,690,071</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 2,032,650	\$ 1,989,421
Estimated third-party liability	381,472	249,517
Loan fund	89,204	89,115
Notes payable	<u>1,129,241</u>	<u>1,240,491</u>
Total liabilities	<u>3,632,567</u>	<u>3,568,544</u>
Net assets		
Unrestricted	2,340,559	2,103,636
Temporarily restricted	<u>326</u>	<u>17,891</u>
Total net assets	<u>2,340,885</u>	<u>2,121,527</u>
Total liabilities and net assets	<u>\$ 5,973,452</u>	<u>\$ 5,690,071</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Activities**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,221,683	\$ 23,479,303
Medicare revenue	233,703	196,145
Client resources	1,512,323	1,481,753
Contract revenue	1,317,071	1,077,744
Grant income	729,354	674,320
Interest income	414	49
Other program revenue	145,867	105,846
Public support	115,856	67,734
Other revenue	<u>208,987</u>	<u>490,728</u>
Total public support and revenue	27,485,258	27,573,622
Net assets released from restrictions	<u>26,935</u>	<u>31,573</u>
Total public support, revenue, and releases	<u>27,512,193</u>	<u>27,605,195</u>
Expenses		
Program services		
Case management	872,909	943,225
Day programs and community support	4,173,872	4,405,287
Early support services and youth and family	3,212,331	3,412,749
Family support	575,952	579,621
Residential services	5,213,432	5,023,498
Combined residential, day and consolidated services	6,451,472	6,972,601
Adult services	2,705,789	3,716,191
Emergency services	467,770	620,806
Other	<u>940,101</u>	<u>842,840</u>
Total program expenses	24,613,628	26,516,818
Supporting services		
General management	<u>2,661,643</u>	<u>2,686,004</u>
Total expenses	<u>27,275,271</u>	<u>29,202,822</u>
Change in unrestricted net assets	<u>236,922</u>	<u>(1,597,627)</u>
Changes in temporarily restricted net assets		
United Way allocation	9,371	5,364
Net assets released from restrictions	<u>(26,935)</u>	<u>(31,573)</u>
Change in temporarily restricted net assets	<u>(17,564)</u>	<u>(26,209)</u>
Change in net assets	219,358	(1,623,836)
Net assets, beginning of year	<u>2,121,527</u>	<u>3,745,363</u>
Net assets, end of year	<u>\$ 2,340,885</u>	<u>\$ 2,121,527</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statement of Functional Revenue and Expenses**

Year Ended June 30, 2016

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 853,657	\$ 3,770,000	\$ 3,663,028	\$ 218,963	\$ 5,216,976	\$ 6,983,280	\$ 2,394,701	\$ 80,825	\$ 40,443	\$ 23,221,683	\$ -	\$ 23,221,683
Medicare revenue	-	43,883	(4,132)	-	-	-	208,655	(15,803)	-	233,703	-	233,703
Client resources	26,518	29,359	318,536	(682)	666,612	308,642	134,095	28,943	-	1,512,023	300	1,512,323
Contract revenue	40,502	263,723	303,776	38,585	-	30,635	60,310	103,598	162,079	1,033,188	283,883	1,317,071
Grant income	-	20,288	115,549	4,462	-	15,595	61,148	-	507,312	724,354	5,000	728,354
Interest income	-	-	-	-	-	-	-	-	-	-	414	414
Other program revenue	13,180	68,895	998	-	8,776	48,758	-	-	300	127,527	18,340	145,867
Public support	599	21,759	2,325	85	11,157	5,533	20,783	-	37,882	111,553	4,303	115,856
Other revenue	-	-	-	-	-	-	-	-	127,163	188,414	18,573	208,967
<b>Total functional public support and revenue</b>	<b>934,456</b>	<b>4,257,129</b>	<b>4,410,186</b>	<b>302,441</b>	<b>5,903,521</b>	<b>7,382,453</b>	<b>2,880,717</b>	<b>197,363</b>	<b>875,179</b>	<b>27,153,445</b>	<b>331,813</b>	<b>27,485,258</b>
Net assets released from restrictions	4,800	-	4,571	-	-	-	-	-	17,564	26,935	-	26,935
<b>Total public support, revenue and releases</b>	<b>939,256</b>	<b>4,257,129</b>	<b>4,414,757</b>	<b>302,441</b>	<b>5,903,521</b>	<b>7,382,453</b>	<b>2,880,717</b>	<b>197,363</b>	<b>892,743</b>	<b>27,180,380</b>	<b>331,813</b>	<b>27,512,193</b>
<b>Expenses</b>												
Salaries and wages	539,414	2,224,652	2,156,753	141,831	647,486	1,680,037	1,575,073	326,476	473,703	9,765,435	1,700,706	11,486,141
Employee benefits	128,623	541,750	431,718	47,548	185,840	293,106	546,259	62,068	188,150	2,405,082	264,665	2,669,747
Payroll taxes	38,167	169,396	152,590	10,508	48,012	123,820	109,214	23,277	49,068	725,050	87,571	812,621
Contracted substitute staff	898	7,338	6,250	333	1,219	2,217	6,783	1,120	271	26,528	69,632	96,161
Client treatment services	-	9,654	624	217,924	3,121,465	1,386,859	9,276	-	16,625	4,764,527	500	4,765,027
Client therapies	25,575	1,966	91,842	2,165	23,021	21,932	54,212	-	-	220,713	1,803	222,516
Professional fees and consultants	52,641	44,862	47,866	10,949	21,809	41,143	50,829	8,976	9,939	288,014	106,440	394,454
Subcontractors	-	480,118	-	-	1,043,611	2,428,652	1,991	-	-	3,955,372	-	3,955,372
Staff development/training	1,209	3,416	13,222	2,283	9,871	9,088	11,639	581	1,975	44,364	33,977	78,341
Rent	-	64,405	44,107	-	2,450	2,450	68,087	-	16,560	200,059	37,191	237,250
Utilities	2,704	34,248	12,474	2,704	10,953	28,586	10,611	-	17,106	120,396	12,753	133,149
Building maintenance and repairs	1,094	22,833	9,980	1,049	15,145	27,336	10,128	540	6,091	94,196	12,244	106,440
Other occupancy costs	1,721	27,726	11,961	1,721	5,094	28,302	15,851	-	19,633	112,009	10,787	122,806
Office	1,227	15,828	8,784	875	3,489	6,088	4,083	667	7,903	48,946	51,281	100,227
Building/household	642	15,439	5,215	228	3,521	7,214	5,567	507	1,272	39,603	11,065	50,668
Medical	1,572	24,613	2,970	6,025	10,315	58,067	3,100	94	1,820	108,378	3,048	111,422
Equipment maintenance	5,421	25,010	23,787	2,623	6,795	16,973	29,255	25	4	3,718	463	4,181
Depreciation	22,843	81,576	52,957	7,648	28,042	50,985	50,139	7,690	3,648	305,628	76,717	382,345
Advertising	-	-	-	-	-	-	-	-	417	417	2,577	2,994
Printing	34	239	4,535	11	86	166	161	28	-	5,266	(16)	5,250
Telephone/communications	1,816	32,829	24,066	401	14,563	25,374	24,642	1,321	30,873	196,407	26,170	182,577
Postage/shipping	823	3,360	4,338	286	975	1,772	5,065	620	1,732	18,951	3,709	22,660
Transportation	20,146	243,510	42,121	2,750	16,705	139,079	54,613	1,120	7,189	527,233	12,320	539,553
Assistance to individuals	9,817	37,947	600	107,013	38,723	38,723	-	-	25,864	220,064	621	220,705
Insurance	11,984	54,994	55,031	3,994	14,647	26,631	51,876	7,069	22,930	248,156	34,781	283,937
Membership dues	249	946	2,639	83	304	552	2,505	204	57	7,539	64,282	71,821
Interest	2,947	4,716	5,371	2,388	2,113	4,039	4,009	663	10,928	37,164	5,651	42,815
Other	40	337	156	2,654	48	90	191	31	37,407	40,955	1,397	42,352
<b>Total expenses</b>	<b>872,909</b>	<b>4,173,872</b>	<b>3,212,331</b>	<b>575,952</b>	<b>5,213,432</b>	<b>6,451,472</b>	<b>2,705,789</b>	<b>467,770</b>	<b>940,101</b>	<b>24,613,628</b>	<b>2,661,643</b>	<b>27,275,271</b>
Increase (decrease) in unrestricted net assets	\$ 66,547	\$ 83,257	\$ 1,202,426	\$ (273,511)	\$ 690,089	\$ 940,981	\$ 174,928	\$ (270,407)	\$ (47,358)	\$ 2,566,752	\$ (2,329,830)	\$ 236,922

The accompanying notes are an integral part of these consolidated financial statements.



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statement of Functional Revenue and Expenses**

Year Ended June 30, 2015

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 794,617	\$ 3,191,487	\$ 3,578,566	\$ 211,619	\$ 5,539,379	\$ 6,510,476	\$ 3,533,900	\$ 86,352	\$ 32,687	\$ 23,479,303	\$ -	\$ 23,479,303
Medicare revenue	-	10,336	5,226	-	-	-	190,776	(10,193)	-	186,145	-	186,145
Client resources	30,614	42,595	268,679	8,945	672,480	331,941	58,066	88,354	(131)	1,481,753	-	1,481,753
Contract revenue	-	297,674	56,080	119,077	-	-	121,690	99,265	113,998	804,784	272,960	1,077,744
Grant income	-	-	116,700	27,152	77	4,405	48,983	-	405,180	813,304	61,016	674,320
Interest income	-	-	-	-	-	-	-	-	-	-	48	48
Other program revenue	-	63,760	4,838	-	-	31,218	-	-	-	99,846	6,000	105,846
Public support	13,762	11,036	3,742	8,465	-	-	1,080	-	25,181	63,286	4,448	87,734
Other revenue	623	18,802	61,690	1,500	10,377	45,980	35,221	-	117,697	291,880	198,848	480,728
<b>Total functional public support and revenue</b>	<b>839,671</b>	<b>3,848,492</b>	<b>4,095,731</b>	<b>373,958</b>	<b>6,222,323</b>	<b>6,924,020</b>	<b>3,987,716</b>	<b>243,778</b>	<b>684,612</b>	<b>27,030,301</b>	<b>543,321</b>	<b>27,573,622</b>
Net assets released from restrictions	5,364	-	-	-	-	-	-	-	26,209	31,573	-	31,573
<b>Total public support, revenue and releases</b>	<b>845,035</b>	<b>3,848,492</b>	<b>4,095,731</b>	<b>373,958</b>	<b>6,222,323</b>	<b>6,924,020</b>	<b>3,987,716</b>	<b>243,778</b>	<b>720,821</b>	<b>27,061,874</b>	<b>543,321</b>	<b>27,605,195</b>
<b>Expenses</b>												
Salaries and wages	540,967	2,341,260	2,131,188	165,630	620,773	1,565,706	2,296,944	450,457	441,460	10,574,405	1,484,729	12,069,134
Employee benefits	154,098	571,266	489,520	52,532	189,866	342,794	590,037	88,770	154,475	2,693,400	356,268	2,959,668
Payroll taxes	39,380	171,674	154,797	13,562	45,278	116,227	176,376	31,621	38,286	787,403	86,097	873,500
Contracted substitute staff	45	6,754	1,327	15	55	100	1,368	35	10	9,707	52,227	61,934
Client treatment services	5,300	11,214	2,647	184,715	3,105,264	1,430,430	16,120	-	30,416	4,786,106	469	4,786,605
Client therapies	26,588	2,118	37,619	3,331	27,098	46,127	19,572	-	-	182,663	1,058	183,721
Professional fees and consultants	78,842	55,195	183,413	11,942	34,140	36,386	141,290	20,004	10,287	571,509	148,113	719,622
Subcontractors	-	488,847	-	-	816,504	3,020,420	1,567	-	-	4,337,338	-	4,337,338
Staff development/training	3,818	50,510	51,530	1,616	2,978	10,105	22,303	2,407	2,412	147,677	26,023	173,700
Rent	-	60,390	53,643	60,390	2,960	10,521	79,054	-	22,568	228,236	76,014	305,250
Utilities	3,283	39,724	13,069	3,283	14,763	31,737	15,125	-	15,853	136,837	24,847	161,684
Building maintenance and repairs	1,235	21,879	6,689	1,235	35,016	19,269	9,328	502	2,891	99,842	16,575	116,417
Other occupancy costs	1,721	28,964	11,712	1,721	6,925	20,771	29,422	-	13,952	115,188	22,926	138,114
Office	3,064	19,747	11,246	1,362	4,449	13,421	13,303	1,840	5,297	73,729	58,673	132,402
Building/household	973	16,811	4,047	831	3,888	6,221	4,199	156	2,863	39,989	9,999	49,988
Client consumables	1,792	29,963	5,956	6,267	30,000	57,408	12,337	45	105	143,873	3,754	147,627
Medical	-	96	287	-	3,698	2,842	628	18	3	7,771	663	8,434
Equipment maintenance	5,099	25,166	22,856	2,525	6,650	16,319	27,783	4,250	4,168	116,840	35,647	152,687
Depreciation	22,436	79,771	56,144	7,479	27,421	49,857	56,179	8,740	3,742	311,789	88,587	400,356
Advertising	139	554	481	54	187	326	554	89	1,600	3,964	1,198	5,172
Printing	16	4,478	5	5	287	189	(51)	96	88	5,266	2,078	7,344
Telephone/communications	1,956	34,878	23,163	415	12,511	31,041	25,787	1,891	22,032	153,664	50,609	204,273
Postage/shipping	552	2,761	3,174	184	425	2,727	3,816	489	512	14,670	6,062	20,732
Transportation	24,462	272,475	46,852	3,186	16,262	132,430	117,938	1,756	7,767	625,032	(381)	624,651
Assistance to individuals	14,850	25,891	36,163	2,836	18,908	9,925	400	-	26,529	170,542	270	170,812
Insurance	8,509	30,254	1,862	95	424	636	48,800	6,618	113	164,378	41,818	206,196
Membership dues	286	1,292	1,292	85	424	636	222	222	113	9,154	66,066	75,250
Interest	2,767	4,842	6,167	2,288	1,125	5,756	4,761	561	8,194	36,259	9,555	45,814
Other	1,037	969	50,327	2,587	215	547	374	26	22,505	76,587	5,810	84,397
<b>Total expenses</b>	<b>943,225</b>	<b>4,405,287</b>	<b>3,412,749</b>	<b>579,621</b>	<b>5,023,488</b>	<b>6,972,601</b>	<b>3,716,191</b>	<b>620,806</b>	<b>842,840</b>	<b>26,516,818</b>	<b>2,686,004</b>	<b>29,202,822</b>
(Decrease) increase in unrestricted net assets	<b>\$(98,190)</b>	<b>\$(756,795)</b>	<b>\$(682,982)</b>	<b>\$(205,663)</b>	<b>\$(1,198,825)</b>	<b>\$(48,581)</b>	<b>\$(271,525)</b>	<b>\$(377,028)</b>	<b>\$(122,019)</b>	<b>\$(545,056)</b>	<b>\$(2,142,683)</b>	<b>\$(1,597,627)</b>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 219,358	\$ (1,623,836)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	382,345	400,356
Change in allowance for doubtful accounts	86,100	311,888
Decrease (increase) in		
Restricted cash	17,983	40,546
Accounts receivable, trade	445,504	621,558
Grants receivable	(150,921)	6,594
Prepaid expenses	(49,752)	91,384
Increase (decrease) in		
Accounts payable and accrued expenses	9,977	(170,926)
Estimated third-party liability	131,955	(538,387)
Loan fund	<u>89</u>	<u>119</u>
Net cash provided (used) by operating activities	<u>1,092,638</u>	<u>(860,704)</u>
Cash flows from investing activities		
Acquisition of equipment	<u>(111,427)</u>	<u>(138,355)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	-	550,000
Principal payments on long-term borrowings	<u>(187,370)</u>	<u>(152,293)</u>
Net cash (used) provided by financing activities	<u>(187,370)</u>	<u>397,707</u>
Net increase (decrease) in cash and cash equivalents	793,841	(601,352)
Cash and cash equivalents, beginning of year	<u>1,086,881</u>	<u>1,688,233</u>
Cash and cash equivalents, end of year	<u>\$ 1,880,722</u>	<u>\$ 1,086,881</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	\$ <u>76,120</u>	\$ <u>-</u>
Acquisition of property and equipment with accounts payable	\$ <u>33,252</u>	\$ <u>-</u>
Noncash transaction - Refinancing of long-term debt	\$ <u>355,000</u>	\$ <u>-</u>

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The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Nature of Activities**

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for various programs offered) for individuals, and their families, with developmental disabilities and/or mental illness. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2016</u>	<u>2015</u>
Funds received	\$ 36,782	\$ 23,601
Funds disbursed	<u>31,916</u>	<u>17,224</u>
	<u>\$ 4,866</u>	<u>\$ 6,377</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 315,550
Funds disbursed	<u>234,493</u>
	<u>\$ 81,057</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these footnotes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2016 and 2015, the Organization had no permanently restricted net assets.

**Contributions**

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2016 and 2015.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally-insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2016 and 2015, allowances were recorded in the amount of \$551,100 and \$465,000, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

**Estimated Third-Party Liability**

The Organization's estimated third-party liability consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Functional Allocation of Expenses**

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**2. Restricted Cash**

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2016 and 2015, the Organization held cash totaling \$89,204 and \$89,115, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2016 and 2015, the Organization held cash totaling \$13,453 and \$29,815, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

In 2015, The Organization had a self-funded insurance policy and, correspondingly, a health reimbursement account to pay for a portion of employee medical expenses. As of June 30, 2015, total cash restricted for this use was \$1,710. There was no restricted cash balance as of June 30, 2016.

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,569,604	1,562,119
Vehicles	718,116	710,696
Equipment and furniture	<u>2,929,831</u>	<u>2,784,032</u>
	<u>7,077,444</u>	6,916,740
Less accumulated depreciation	<u>5,059,969</u>	<u>4,737,719</u>
	<u>\$ 2,017,475</u>	<u>\$ 2,179,021</u>

**4. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 4.50% at June 30, 2016 and 2015. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2016 and 2015, there was no outstanding balance on the line.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**5. Notes Payable**

Notes payable consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable to a bank, payable in monthly installments of \$1,117, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority (NHHEFA). This note was refinanced during 2016.	\$ -	\$ 116,549
Note payable to a bank, payable in monthly installments of \$2,272, including interest at 4.15%, through July 2017 with one payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with NHHEFA.	<b>238,038</b>	256,784
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.	<b>102,707</b>	136,695
Note payable to a bank, payable in monthly installments of \$2,464, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate and an assignment of certain leases and rents. The note is a participating loan with NHHEFA. This note was refinanced during 2016.	-	257,123
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	<b>368,150</b>	473,340
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	<b>193,554</b>	-
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	<b>152,896</b>	-

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final monthly payment which shall be the unpaid balance at maturity; collateralized by vehicles.

<u>73,896</u>	<u>-</u>
<u>\$ 1,129,241</u>	<u>\$ 1,240,491</u>

The scheduled maturities of long-term debt are as follows:

2017	\$ 228,000
2018	436,000
2019	217,000
2020	101,000
2021	62,000
Thereafter	<u>85,241</u>
	<u>\$ 1,129,241</u>

Cash paid for interest approximates interest expense.

**6. Temporarily Restricted Net Assets**

At June 30, 2016 and 2015, temporarily restricted net assets were \$326 and \$17,891, respectively. The Organization's restricted assets consist of vehicles contributed to the Organization from the State of New Hampshire under grant programs. These contributed vehicles are to be used for the transportation of the Organization's clients.

**7. Commitments and Contingencies**

**Operating Leases**

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from November 2016 through August 2018. Total rent expense charged to operations was \$237,250 in 2016 and \$305,250 in 2015.

Future minimum operating lease payments are as follows:

2017	\$ 263,172
2018	165,316
2019	<u>778</u>
	<u>\$ 429,266</u>



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Self-Insurance**

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. At June 30, 2015, the Organization had accrued approximately \$296,000 under the self-insurance contract. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. At June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported.

**Litigation**

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

**8. Concentrations**

For the years ended June 30, 2016 and 2015, approximately 84% and 85%, respectively, of the support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2016</u>	<u>2015</u>
Developmental Services	\$ 1,097,832	\$ 1,310,859
Behavioral Health Services	<u>312,439</u>	<u>353,377</u>
	<u>\$ 1,410,271</u>	<u>\$ 1,664,236</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Developmental Service, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2016.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**9. Retirement Plan**

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes an employer contribution equal to 3% of each eligible employee's salary. There was no employer discretionary contribution for the year ended June 30, 2016. Total costs incurred for the plan during the year ended June 30, 2015 were \$266,313. The total expense for the year ended June 30, 2015 for the Developmental Services division was \$136,560, and for the Behavioral Health Services division was \$129,753.

**10. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 2, 2016, which is the date that the consolidated financial statements were available to be issued.

**SUPPLEMENTARY INFORMATION**

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidating Statements of Financial Position**

June 30, 2016 and 2015

	2016					2015				
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals
<b>ASSETS</b>										
Cash and cash equivalents	\$ 1,121,076	\$ 669,291	\$ 9,298	\$ 81,057	\$ 1,880,722	\$ 358,074	\$ 642,605	\$ 10,011	\$ 76,191	\$ 1,086,881
Restricted cash	102,667	-	-	-	102,667	119,785	855	-	-	120,640
Accounts receivable, net of allowance for doubtful accounts	1,152,577	1,358,577	69	-	1,629,747	1,513,590	1,302,006	35	-	2,061,351
Grants receivable	21,050	229,776	-	-	250,826	10,037	89,878	-	-	99,915
Prepaid expenses	92,729	89,286	-	-	192,015	71,133	71,130	-	-	142,263
Interest in net assets of subsidiaries	81,000	-	-	-	81,000	75,576	-	-	-	(75,576)
Property and equipment, net	1,676,374	441,101	-	-	2,017,475	1,716,327	460,694	-	-	2,179,021
<b>Total assets</b>	<b>\$ 4,147,473</b>	<b>\$ 2,798,031</b>	<b>\$ 9,357</b>	<b>\$ 81,057</b>	<b>\$ 5,973,452</b>	<b>\$ 3,866,522</b>	<b>\$ 2,567,168</b>	<b>\$ 10,046</b>	<b>\$ 76,191</b>	<b>\$ 5,690,071</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>										
<b>Liabilities</b>										
Accounts payable and accrued expenses	\$ 2,609,666	\$ 495,137	\$ 9,414	\$ -	\$ 2,032,650	\$ 2,250,456	\$ 482,585	\$ 10,660	\$ -	\$ 1,989,421
Refundable advances	260,274	131,198	-	-	391,472	161,165	88,352	-	-	249,517
Loan fund	89,204	-	-	-	89,204	89,115	-	-	-	89,115
Notes payable	936,286	192,955	-	-	1,129,241	983,368	257,123	-	-	1,240,491
<b>Total liabilities</b>	<b>3,785,329</b>	<b>819,290</b>	<b>9,414</b>	<b>-</b>	<b>3,632,667</b>	<b>3,484,104</b>	<b>828,060</b>	<b>10,660</b>	<b>-</b>	<b>3,568,544</b>
<b>Net assets (deficit)</b>	<b>361,818</b>	<b>1,978,741</b>	<b>(67)</b>	<b>81,057</b>	<b>2,340,569</b>	<b>364,527</b>	<b>1,739,108</b>	<b>(614)</b>	<b>76,191</b>	<b>2,103,636</b>
Unrestricted	326	-	-	-	326	17,891	-	-	-	17,891
Temporarily restricted	-	-	-	-	-	-	-	-	-	-
<b>Total net assets (deficit)</b>	<b>362,144</b>	<b>1,978,741</b>	<b>(67)</b>	<b>81,057</b>	<b>2,340,895</b>	<b>382,418</b>	<b>1,739,108</b>	<b>(614)</b>	<b>76,191</b>	<b>2,121,527</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 4,147,473</b>	<b>\$ 2,798,031</b>	<b>\$ 9,357</b>	<b>\$ 81,057</b>	<b>\$ 5,973,452</b>	<b>\$ 3,866,522</b>	<b>\$ 2,567,168</b>	<b>\$ 10,046</b>	<b>\$ 76,191</b>	<b>\$ 5,690,071</b>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2016 and 2015

	2016					2015						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 16,951,030	\$ 6,270,653	\$ -	\$ -	\$ -	\$ 23,221,683	\$ 16,796,823	\$ 6,682,480	\$ -	\$ -	\$ -	\$ 23,479,303
Medicare revenue	-	233,703	-	-	-	233,703	-	196,145	-	-	-	196,145
Client resources	1,125,328	386,995	-	-	-	1,512,323	1,146,464	335,289	-	-	-	1,481,753
Contract revenue	521,758	795,313	-	-	-	1,317,071	310,637	766,907	-	-	-	1,077,544
Grant income	144,394	584,960	-	-	-	729,354	148,856	525,464	-	-	-	674,320
Interest income	-	414	-	-	-	414	-	49	-	-	-	49
Other program income	145,867	-	-	-	-	145,867	105,846	-	-	-	-	105,846
Public support	74,877	4,197	-	36,782	-	115,856	41,142	2,991	23,601	-	-	67,734
Other revenue	164,810	49,044	112,131	-	(116,998)	208,987	277,287	219,817	92,990	(89,366)	-	490,728
Total public support and revenue	19,128,064	8,325,279	112,131	36,782	(116,998)	27,485,258	18,827,255	8,729,142	92,990	23,601	(89,366)	27,573,622
Net assets released from restrictions	24,932	2,003	-	-	-	26,935	31,573	-	-	-	-	31,573
Total public support, revenue and reclassifications	19,152,996	8,327,282	112,131	36,782	(116,998)	27,512,193	18,858,828	8,729,142	92,990	23,601	(89,366)	27,605,195
Expenses												
Program services												
Case management	872,909	-	-	-	-	872,909	943,225	-	-	-	-	943,225
Day programs and community support	3,478,273	695,599	-	-	-	4,173,872	4,069,355	335,932	-	-	-	4,405,287
Early support services and youth and family	901,916	2,310,416	-	-	-	3,212,331	1,109,341	2,303,408	-	-	-	3,412,749
Family support	575,952	-	-	-	-	575,952	579,621	-	-	-	-	579,621
Residential services	5,213,427	5	-	-	-	5,213,432	5,023,466	-	-	-	-	5,023,466
Recombined residential, day and consolidated services	6,451,472	-	-	-	-	6,451,472	6,972,601	-	-	-	-	6,972,601
Medical services	176,214	2,629,675	-	-	-	2,705,789	309,285	3,406,906	-	-	-	3,716,191
Adult services	-	467,770	-	-	-	467,770	-	620,806	-	-	-	620,806
Emergency services	273,511	634,574	111,574	31,916	(111,574)	940,101	268,439	557,177	92,609	(92,609)	-	842,840
Other	-	-	-	-	-	-	-	-	-	-	-	-
Total program expenses	17,943,774	6,637,938	111,574	31,916	(111,574)	24,613,628	19,275,365	7,224,229	92,609	17,224	(92,609)	26,516,818
Supporting services												
General management	1,211,932	1,449,711	-	-	-	2,661,643	1,240,485	1,445,519	-	-	-	2,686,004
Total expenses	19,155,706	8,087,649	111,574	31,916	(111,574)	27,275,271	20,515,850	8,669,748	92,609	17,224	(92,609)	29,202,822
Change in unrestricted net assets (deficit)	(2,710)	239,633	557	4,866	(6,424)	236,922	(1,657,022)	59,394	381	6,377	(6,757)	(1,597,627)
Changes in temporarily restricted net assets												
United Way allocation	7,368	2,003	-	-	-	9,371	5,364	-	-	-	-	5,364
Net assets released from restrictions	(24,932)	(2,003)	-	-	-	(26,935)	(31,573)	-	-	-	-	(31,573)
Change in temporarily restricted net assets	(17,564)	-	-	-	-	(17,564)	(26,209)	-	-	-	-	(26,209)
Change in net assets (deficit)	(20,274)	239,633	557	4,866	(5,424)	219,588	(1,683,231)	59,394	381	6,377	(6,757)	(1,623,836)
Net assets (deficit), beginning of year	382,418	1,739,108	(614)	76,191	(75,575)	2,121,527	2,065,649	1,679,714	(995)	69,814	(68,819)	3,745,363
Net assets (deficit), end of year	362,144	1,978,741	(57)	81,057	(81,000)	2,340,855	382,418	1,739,108	(614)	76,191	(75,576)	2,121,527



## Community Partners BOARD OF DIRECTORS 2016-2017

### **PRESIDENT**

Kathleen Boisclair (Joined 09/25/12)

### **TREASURER**

Anthony Demers (Joined 01/20/15)

### **VICE PRESIDENT**

Wayne Goss (Joined 01/28/14)

### **SECRETARY**

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)	John Guy (Joined 07/22/14)
John Lowy (C) (Joined 09/13/99)	Christopher Roundy (Joined 06/26/07)	Bryant Hardwick (Joined 2/22/11)
Judge Daniel Cappiello (Joined 03/22/14)	Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 08/23/16)		

(C) = Consumer

## BRIAN J. COLLINS

### **Summary:**

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

### **Experience:**

1995 - Present

#### **Executive Director**

#### **Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director  
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist  
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.



**Brian Collins**

**Page 3**

1982 - 1985      **Quality Assurance Administrator,  
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

**Education:**

**Masters in Public Administration**, University of New Hampshire  
**BA, Communications**, Boston College Evening School

**Advisory Boards:**

Advisory Board, University of New Hampshire Institute on Disability (UAP)  
University of Hartford Rehabilitation Training Program  
Virginia Commonwealth University Rehabilitation Research and Training Center.  
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.  
Overseeing services to children with disabilities from birth to age three.  
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

**Memberships:**

The Association for Persons with Severe Handicaps (TASH)  
American Association on Mental Retardation (AAMR)  
National Rehabilitation Association (NRA)  
New Hampshire Rehabilitation Association (NHRA)  
American Network of Community Options and Resources

## Kathleen Stocker



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### Accomplishments

- \* Installation of T-1 lines for voice and data telecommunications systems reducing phone costs by 35%
- \* Implementation of direct deposit of payroll
- \* Directed conversion of computer system to PC network
- \* Streamlined accounting departments of 3 divisions saving overhead of \$200 thousand per year
- \* Initiated the development of MIS group to improve information flow
- \* Designed meaningful cash flow and other financial reporting
- \* Converted to a new MIS system resulting in more timely, meaningful financial information
- \* Accelerated accounts receivable collection period from 50 days to 40 days
- \* Converted payroll to bi-weekly to improve cash flow by \$150 thousand
- \* Collapsed insurance package for savings of \$400 thousand per year
- \* Combined insurance programs for savings of \$50 thousand per year
- \* Presented public offering memorandum to SEC committee
- \* Implemented accounts receivable factoring facility of \$3.5 million
- \* Raised new capital to refinance four nursing homes for \$17.9 million
- \* Effort to identify reimbursable costs resulted in an average Medicaid rate increase of 11%
- \* Successful in negotiations with state and federal tax agencies
- \* Directed successful audits with CPA firms IRS, Medicaid agents

### Business Experience

#### **2000 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire**

Chief Financial Officer 2001 – Present  
Controller 2000 - 2001

Responsible for directing the overall financial and administrative management of this \$27 million agency, including Human Resources, Facilities, and IT. Also, under contract between Community Partners and Southeastern New Hampshire Services to direct the overall financial management of Southeastern New Hampshire Services, a \$2m substance abuse treatment center.

#### **1993 – 2000 Renaissance Greeting Card, Inc., Sanford, Maine**

Controller for a privately held subsidiary of FTD. Renaissance designs, manufactures, and distributes products for the greeting card industry. The nation wide retailer has annual revenues of \$10 million. Report directly to Executive Vice President.

- \* Develop a system of financial reporting to advise on performance and to facilitate planning.
- \* Evaluate and recommend improvements for MIS system and Operation Process.
- \* Establish training and education to strengthen understanding of accounting and systems issues.
- \* Direct and coordinate accounting functions required to maintain data integrity and all books of account.
- \* Manage the Credit functions to ensure timely processing of orders and the acceleration of collection's efforts.
- \* Implement and improve company wide budget process with major focus on sales and inventory.
- \* Provide support and focus to teams in developing Marketing Strategy, improving Profitability, and strengthening overall company Structure initiatives.

#### **1990 – 1993 Schirm Associates, Waltham, Massachusetts**

CFO of a privately held collective that provides rehabilitation and education services to survivors of head trauma. The fifteen proprietorships offer seven programs in a continuum of care approach to head injury. Located in the New England and Mid Atlantic States with revenues of \$45 million. Managed nineteen accounting, finance, tax, risk management, and administrative professionals. Reported directly to owner.

**Schirm Associates continued**

- \* Coordinated all the planning, development, and implementation of the necessary accounting functions required to close, monitor, and analyze the books of account.
- \* Reviewed and managed all risk management functions.
- \* Planned and organized all fiscal year end requirements including audits, reporting, and taxes.
- \* Supported and led team in preparation of information for presentation to the institutional lending markets.
- \* Key member of task force to develop public offering memorandum.
- \* Assisted work-out group in reorganization of companies

**1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire**

Controller of a privately held company that develops, owns, and operates retirement communities. Clipper Home Affiliates is one of the largest providers of long-term care services in the state of New Hampshire. The companies are comprised of eight operating corporations, eight related partnerships and an affiliated management company with total assets of approximately \$35 million. Supervised twelve accounting and administrative professionals. Reported to the Chief Financial Officer.

- \* Performed all the necessary accounting functions to close and monitor the books of account, general ledger, and asset records. Prepared and revised financial statements.
- \* Managed the accountability of construction records for new facilities.
- \* Implemented a reporting system to review performance and facilitate planning
- \* Developed operational budgets and pricing.
- \* Supported a task force in developing a presentation to the institutional lending market.
- \* Worked with other finance and MIS professionals to evaluate the existing computer system.
- \* Prepared Cost filings for the State to determine the reimbursement rate for the Medicaid recipients. Maintained the company's insurance and risk management programs. Planned, coordinated, and administered the year end audits by State and Federal agencies. Calculated cash requirements and developed cash flow reporting. Administered all outstanding debt. Solicited and evaluated proposals for a centralized cash management system.

**1977 – 1988 Spaulding Composites, Rochester, New Hampshire**

Spaulding Composites, Inc. is a privately held manufacturer of specialty insulating materials and fabricated component for electronics, housing and automotive industries with gross sales of approximately \$100 million.

Controller of three of eight Spaulding Divisions 1983 – 1988. Supervised six accounting professionals. Reported to the Vice President of Operations and Vice President of Finance.

- \* Planned, managed, and performed all the necessary accounting functions including closing and analyzing the books of account, reconciliation of inter-company transactions, maintenance of the general ledger monthly reporting, financial statement preparation and analysis.
- \* Monitored standard cost system geared toward cost containment and control.
- \* Established and administered policies and procedures.
- \* Prepared revenues and cost evaluation surveys of the manufacturing processes for Federal agencies.
- \* Prepared and monitored budgets with annual sales of \$50 million.
- \* Trained staff in the conversion of a manual system to a computerized accounting and reporting system.

Assistant Controller 1977-1982 Supervised staff of five accounting professionals and MIS staff of three.

- \* Supervised all the day to day accounting functions including accounts receivable, accounts payable, payroll and standard costing of \$3 million inventory.
- \* Member of corporate wide task force to reduce accounts receivable and improve collections.
- \* Planned, analyzed and reported on special projects geared toward improvement of bottom line profits.
- \* Monitored the ongoing conversion of accounting integrity of a newly implemented decentralized accounting and reporting system.
- \* Designed and implemented a system to fully automate a labor cost control method.

**Education**

M.B.A., Management, 1980, New Hampshire College  
 B.S., Accounting, 1977, New Hampshire College

***Pamela S. Dushan***

[REDACTED]

[REDACTED]

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**EDUCATION**

*M.A. - Counseling Psychology, 1980 - Assumption College, Worcester, MA*

*B.A. - Psychology, 1978 - Keene State College, Keene, NH; Deans List - 1977 & 1978*

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**EXPERIENCE**

*Community Partners, Dover, NH, Developmental Services, April, 1985 - Current*

- ***Director of Case Management, 2000 - Current***
  - *Current Supervisory Responsibilities: Case Management Supervisor, Wait List Manager, Intake Coordinator, Consolidated Services Program Developer/Supervisor & Utilization Analyst*
  - *Other Supervisory Responsibilities during this time: Case Managers (8 - prior to hiring CM Supervisor), CM Program Assistant, Financial Benefits Planner*
  - *Assist in the determination of eligibility for individuals requesting services through Developmental Services (both DD & ABD) and the State delivery system.*
  - *Work closely w/Case Management Supervisor to develop & have oversight of the Case Management & Consolidated Services budgets.*
  - *Actively participate on the Community Partners Management Team.*
  - *Develop and work closely w/Case Management Supervisor & Consolidated Services Supervisor to implement policy & procedure in conjunction w/the Management Team.*
  - *Responsible for having ongoing communication w/as well as meeting w/Vendor Agency Management that contracts w/Community Partners.*
  - *Responsible for oversight of Client Waiting List for adults age 21 & over; work in conjunction w/Wait List Manager & Intake Coordinator.*
  - *Responsible of development & oversight of client budgets; work in conjunction w/CFO, Utilization Analyst, Director of Adult Services & Business office.*
  - *Responsible for daily monitoring off services specific to utilization & Medicaid Management.*
  - *Responsible for the oversight of the Community Care Waiver; specifically functional assessment completed by Case Management & Consolidated Services that begins the Medicaid Waiver process.*
  
- ***Co-Director of Case Management, 1991-2000- Supervisory Responsibilities: Case Managers (5)***
  
- ***Case Manager, 1985-1991***
  - *Responsible for providing case management services for a caseload of 25-30.*

- *Responsible for coordinating & assuring continuity of services.*
- *Responsible for assisting client's entry into the service delivery system & monitoring progress on an ongoing basis.*
- *Responsible for the development & implementation of the ISA & providing ongoing monitoring of progress.*
- *Responsible for assisting clients w/enrolling in Social Security, Medicaid, Medicare Part-D, MEAD and/or other benefit plans.*
- *Responsible for completing Monthly CM Activity Notes & Quarterly Satisfaction Surveys.*
- *Responsible for coordinating assessments/evaluations as needed.*
- *Engaged in advocacy activities on behalf of the client; included brokering & linking activities/generic services in order for integration to occur in their communities.*

***Solomon Mental Health Center, Lowell, MA, MR Service, May, 1980 – April, 1985***

- ***Program Specialist - March, 1984-April, 1985***
  - *Provided counseling & case management services to individuals with developmental disabilities and their families.*
  - *Worked in conjunction with the Service Coordination Team with ISP development and completion of ISP related tasks.*
  - *Evaluated and provided psychological testing to individuals receiving services at the Center.*
  - *Provided continuous re-evaluation of clients' progress and needs through regularly scheduled meetings with program staff.*
  - *Provided consultation services to agencies serving individuals with developmental disabilities.*
  - *Provided technical assistance to the Emergency Team when serving individuals with developmental disabilities who were in crisis situations.*
- ***Case Manager/Counselor, May, 1980 – March, 1984***
  - *Provided counseling and case management services to individuals with developmental disabilities and their families.*
  - *Provided counseling to individuals with a dual diagnoses of mental health & developmental disability.*
  - *Provided psychological testing to individuals receiving services at the Center.*
  - *Lead a weekly Mothers Support Group.*
  - *Worked as a liaison between the local area school systems and DMH, aiding in placements and funding of individuals no longer eligible for Chapter 766 services.*
  - *Provided weekly supervision for Lowell University student practicum.*
  - *Responsible for screening and intake of individuals referred for services.*
  - *Appointed to the Professional Advisory Committee.*
  - *Community Service Award - Association for Retarded Citizens of Greater Lowell - 1983*

***Cooperative Human Services, Inc., Worcester, MA., September-May, 1979-1980***

- ***Counselor/Intern***

- *Provided counseling services to individuals with developmental disabilities in the Specialized Home Care and Staffed Apartment Programs.*
- *Provided consultation services to other social service agencies within the local community.*
- *Co-Lead weekly Support Group for Foster Parents.*
- *Assessed perspective Foster Parents for the Adolescent Program associated with DYS through interviewing and training sessions.*

***Camp Rappatak, Fryeburg, ME, , June-August, 1972-1979***

- ***Counselor***

- *Bunk Counselor – responsible for girls ages 9-16 yrs.*
- *Swimming, Waterskiing and Rowing Instructor – for girls ages 7-16 yrs.*
- *Designed and directed Waterskiing Program – 1977.*
- *Held position of Waterfront Director – 1978 & 1979.*
- *Supervised 20 Waterfront Instructors – 1978 & 1979.*

***Keene Recreation Department, Keene, NH, September-March, 1976-1977***

- ***Lifeguard***

- *Lifeguard for children ages 9-16 yrs.*

# Sofia A. Hyatt

[REDACTED]  
[REDACTED]  
[REDACTED]

## EXPERIENCE

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2/2014 - present

### Community Partners

Dover, NH

*Behavioral Health and Developmental Services of Strafford County*

9/2015 - present

### *Developmental Services Case Management Supervisor*

- Provide day to day supervision and support to a team of adult services case managers overseeing the care of over 300 clients with Developmental and/or Intellectual Disabilities, Acquired Brain Disorders, Brain Injuries, Autism Spectrum Disorders and/or other qualifying diagnoses
- Assisting with case specific questions, general care coordination and ensuring compliance with NH State Regulations
- Attend and participate in statewide trainings and service coordination initiatives
- Participate in weekly interdepartmental operations meetings to triage emergent client needs and systemic issues
- Review, edit and approve Individual Service Agreements adhering to the NH State Regulations
- Manage departmental staffing including the hiring and training of new team members

7/2015 - present

### *Clinical Risk Management Coordinator*

- Co-facilitate biweekly local Risk Management Committee meetings to monitor clients identified as having elevated levels of risk to ensure treatment compliance, progress, target behaviors and clinical concerns
- Trained author and presenter of Risk Management Plans; utilize Comprehensive Risk Assessments to develop and author Risk Management Plans to ensure that assessment recommendations are being followed and best practices are used
- Participate in ongoing risk management training and provide internal trainings
- Participate in monthly Community of Practice and Statewide Risk Management meetings

2/2014 - 9/2015

### *Developmental Services Case Manager*

- Managed and advocated for a caseload of 28+ clients with Developmental and/or Intellectual Disabilities and/or Acquired Brain Disorders and concurrent mental health issues
- Verified benefit eligibility for programs such as: Medicaid, Medicare, TANF and Food Stamps; ensured continuity of benefits
- Served as a liaison between clients, vendors, community organizations and established service providers
- Identified and developed person centered SMART goals and objectives; supervised and documented measured progress
- Organized and facilitated annual Individual Service Agreement (ISA) meetings and follow-up team meetings
- Co-facilitated a monthly group for female consumers focused on empowerment, social growth and education on various topics as selected by participants

1/2015 - 9/2015

### *Participant Directed and Managed Services (PDMS) Account Manager*

- Served as an Account Manager during a family's transition from Traditional Adult Services to the PDMS program to ensure continuity of care
- Assisted client and family with development of a unique service agreement tailored to fit a diverse set of needs
- Collected and monitored timesheets, payroll information and assisted family with appropriate allocation of Medicaid budget

# Sofia A. Hyatt

- 7/2012 - 12/2013      **Great Bay Services**      **Newington, NH**  
*Young Adults Coordinator; Direct Support Professional*
- Built program for young adults catering to the needs of clients after they transitioned into adult services
  - Established relationships with community organizations to increase social capital
  - Provided opportunities for participants to increase self-advocacy and independence by promoting personal growth and development
- 2012      **Old Colony YMCA - Family Based Services Program**      **Brockton, MA**  
*Intensive Adolescent Support Program (S.P.A.R.K.S) Intern*
- Assisted in the development of curriculum for involved at-risk youth
  - Coordinated and implement daily activities; encouraged the youth and monitor their progress
  - Provided youth with a positive role model and productive environment
- 2011      **DiscoverSevilla Excursions & LEAPAbroad Study Abroad Provider**      **Sevilla, Spain**  
*Program Intern*
- Quickly gained trust from Spanish company owners and worked as an integral member of their established travel team and newly formed study abroad program; assisted with marketing and development of promotional materials
  - Contributed to the development of newly established study abroad team

## EDUCATION

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- 2008 - 2012      **Stonehill College, Class of 2012**      **Easton, MA**  
*Bachelor of Arts Degree, Cum Laude*  
*AKD International Sociology Honor Society/Sigma Delta Pi Spanish Honor Society*  
Major: Sociology; concentration in Youth & Family Services  
Minor: Spanish
- 2011      **Pablo de Olavide University, Semester Abroad**      **Sevilla, Spain**
- 2004 - 2008      **Phillips Exeter Academy, Class of 2008**      **Exeter, NH**

## TRAININGS AND AWARDS

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- 2014 - present      **Community Partners**      **Dover, NH**  
*Facilitator of Developmental Services introductory training: Teaching about Sexuality Issues*
- Provide newly hired Developmental Services employees with an overview of sexuality issues including appropriate boundaries and mandated reporting guidelines
- SMART Goals Trainer*
- Develop and facilitate trainings on SMART Goals and objectives for internal and vendor programs
- Case Manager of the Month: July 2014*
- Nominated by peers and supervisors as the Case Manager of the month for involvement in numerous complex cases
- 4/2015      **Person Centered Dynamic Risk Manageability Training**
- Completed risk management plan author training with John Finn, MC, BCFE, President of Forensic Specialists



## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Community Partners

**Name of Program/Service:** Developmental and Acquired Brain Disorder Services

BUDGET PERIOD	SFY 18 (7/1/17- 6/30/18)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brian Collins- Executive Director	\$185,000	50.00%	\$92,500.00
Kathleen Stocker- CFO	\$101,970	50.00%	\$50,985.00
Pam Dushan- Director Case Management	\$66,950	100.00%	\$66,950.00
Sofia Hyatt- Case Management Supervisor	\$47,476	100.00%	\$47,476.00
	\$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>\$257,911.00</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.