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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
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December 28, 2015

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

*Retroactive
Sole Source*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **retroactive, sole source** Amendment with Community Action Program Belknap and Merrimack Counties, Inc., (Vendor #177203), 2 Industrial Park Drive, Concord, New Hampshire, to add to their ServiceLink contract the provision of the statewide Volunteer Risk Program Management services, by increasing the amount by \$50,000 from \$941,757 to an amount not to exceed \$991,757, retroactive to October 1, 2015, effective upon the date of Governor and Council approval. There is no change to the end date of September 30, 2016. The Governor and Executive Council approved the Agreement on December 20, 2013 (Item #62), and an amendment to the Agreement on February 28, 2014 (Item #35), June 4, 2014 (Item #59), and May 6, 2015 (Item #23). 100% Federal Funds.

Funds are available in the following account in State Fiscal Years 2016 and 2017 with authority to adjust amounts within each State Fiscal Year and adjust encumbrances between State Fiscal Years within the price limitation, through the Budget Office if needed and justified without further approval from Governor and Council.

See Attached Financial Detail

EXPLANATION

This Amendment is **retroactive and sole source**. The Community Action Program Belknap and Merrimack Counties, Inc. has provided under contract with the Department statewide Volunteer Risk Program Management services for the past several years. The contract for the provision of this specific service expired on September 29, 2015, and the Department has allowed the services to continue to ensure retention of the volunteers and to ensure distribution of the Medicare Minutes by those volunteers who make presentations to the community of Medicare Fraud Topics as required by the federal government. This Amendment will add statewide Volunteer Risk Program Management services to a pre-existing contract the Department has with Community Action Program Belknap and Merrimack Counties, Inc. This Amendment is **retroactive** because the Department was unable to complete the extension of the contract for the continued work described above before the contract expired on September 29, 2015. This Amendment is **sole source** because the Vendor is the only contractor that has provided statewide Volunteer Risk Program Management services and consultation.

Approval of this Amendment to the Contractor's ServiceLink program will allow the Contractor to continue to provide Volunteer Risk Program Management services and consultation statewide for the entire Department's ServiceLink Contractors to ensure the continual promotion of the Volunteer Risk Program Management and the support of its volunteers to continue to educate the public about Medicare Fraud.

The Contractor was selected through a competitive bid process.

The Contract retains nine (9) months of the two year renewal option.

Should Governor and Executive Council decide not to authorize this request, important outreach and education provided by volunteers on how to avoid health care fraud will not be provided to Medicare beneficiaries, their families and caregivers. Seniors and other people with disabilities receiving Medicare services are among the most vulnerable to becoming victims of unethical billing practices, billing errors, and other scams. Without approval of this request, people will not receive services on how to protect themselves, their health care benefits, private financial information and their medical identity. The consequences will result in an increase in the number of beneficiaries, many of whom are low or moderate income, who are victimized, and an increase in costs to taxpayers who must bear the burden of funding the investigation and prosecution of health care fraud.

Area Served: Statewide

Source of Funds: 100% Federal Funds. United States Department of Health and Human Services, Administration for Community Living, Catalog of Federal Domestic Assistance #93,048, Federal Award Identification Number 90MP024101.

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

Respectfully submitted,



Mary Ann Cooney,
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
102-500734	Contracts for Program Services	2014	\$38,925.69	0.00	\$38,925.69
102-500734	Contracts for Program Services	2015	\$78,745.44	0.00	\$78,745.44
102-500734	Contracts for Program Services	2016	\$76,192.39	0.00	\$76,192.39
102-500734	Contracts for Program Services	2017	\$18,604.32	0.00	\$18,604.32
		Subtotal	\$212,467.84	\$0.00	\$212,467.84

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
550-500398	Assessment & Counseling	2014	\$45,861.03	0.00	\$45,861.03
550-500398	Assessment & Counseling	2015	\$92,880.09	0.00	\$92,880.09
550-500398	Assessment & Counseling	2016	\$117,601.30	0.00	\$117,601.30
550-500398	Assessment & Counseling	2017	\$25,470.56	0.00	\$25,470.56
		Subtotal	\$281,812.98	\$0.00	\$281,812.98

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
545-500387	I & R Contracts	2014	\$12,423.10	0.00	\$12,423.10
545-500387	I & R Contracts	2015	\$22,659.29	0.00	\$22,659.29
545-500387	I & R Contracts	2016	\$22,312.10	0.00	\$22,312.10
545-500387	I & R Contracts	2017	\$5,315.52	0.00	\$5,315.52
		Subtotal	\$62,710.01	\$0.00	\$62,710.01

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
072-500575	Grants - Federal	2014	\$8,093.93	0.00	\$8,093.93
570-500928	Family Caregiver	2014	\$20,713.86	0.00	\$20,713.86
072-500575	Grants - Federal	2015	\$17,724.75	0.00	\$17,724.75
570-500928	Family Caregiver	2015	\$40,177.14	0.00	\$40,177.14
072-500575	Grants - Federal	2016	\$13,110.09	0.00	\$13,110.09
570-500928	Family Caregiver	2016	\$44,196.86	0.00	\$44,196.86
072-500575	Grants - Federal	2017	\$1,557.60	0.00	\$1,557.60
570-500928	Family Caregiver	2017	\$10,305.00	0.00	\$10,305.00
		Subtotal	\$155,879.23	\$0.00	\$155,879.23

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
102-500731	Contracts for Program Services	2014	\$13,938.26	0.00	\$13,938.26
102-500731	Contracts for Program Services	2015	\$21,238.65	0.00	\$21,238.65
102-500731	Contracts for Program Services	2016	\$31,789.03	0.00	\$31,789.03
102-500731	Contracts for Program Services	2017	\$6,572.00	0.00	\$6,572.00
		Subtotal	\$73,537.94	\$0.00	\$73,537.94

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - SMPP (83% Federal Funds; 17% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
102-500731	Contracts for Program Services	2014	\$16,546.00	0.00	\$16,546.00
102-500731	Contracts for Program Services	2015	\$27,385.46	0.00	\$27,385.46
102-500731	Contracts for Program Services	2016	\$52,608.54	\$33,000.00	\$85,608.54
102-500731	Contracts for Program Services	2017	\$9,824.00	\$17,000.00	\$26,824.00
		Subtotal	\$106,364.00	\$50,000.00	\$156,364.00

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
102-500731	Contracts for Program Services	2014	\$0.00	0.00	\$0.00
102-500731	Contracts for Program Services	2015	\$16,012.09	0.00	\$16,012.09
102-500731	Contracts for Program Services	2016	\$29,983.91	0.00	\$29,983.91
102-500731	Contracts for Program Services	2017	\$2,989.00	0.00	\$2,989.00
		Subtotal	\$48,985.00	\$48,985.00	\$48,985.00

05-95-49-490510-29850000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV OF COMM BASED SVS, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP, (100% FEDERAL FUNDS)

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
102-500731	Contracts for Program Services	2014	\$0.00	0.00	\$0.00
102-500731	Contracts for Program Services	2015	\$0.00	0.00	\$0.00
102-500731	Contracts for Program Services	2016	\$0.00	0.00	\$0.00
102-500731	Contracts for Program Services	2017	\$0.00	0.00	\$0.00
		Subtotal	\$0.00	0.00	\$0.00

Summary by Vendor by Year

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

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
	2014	\$156,501.87	\$0.00	\$156,501.87
	2015	\$316,822.91	\$0.00	\$316,822.91
	2016	\$387,794.22	\$33,000.00	\$420,794.22
	2017	\$80,638.00	\$17,000.00	\$97,638.00
	Subtotal	\$941,757.00	\$50,000.00	\$991,757.00



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the New Hampshire ServiceLink Resource Centers Program Contract**

This fourth Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #4") dated this day of December 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH, 03302.

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on December 20, 2013 (Item #62) (hereinafter referred to as "Contract"), amended by an Agreement (Amendment #1 to the Contract) approved on February 28, 2014 (Item #35), amended by an Agreement (Amendment #2 to the Contract) approved on June 4, 2014 (Item #59), and amended by an Agreement (Amendment #3 to the Contract) approved on May 6, 2015 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to add to the scope of work and to increase the price limitation;

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

To amend as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$991,757.
3. Delete in its entirety Section 4.8 Senior Medicare Patrol Program in Exhibit A Amendment #1, Scope of Services, and replace with Amendment #2 to Section 4.8 Senior Medicare Patrol in Exhibit A Amendment #1, Scope of Services.
4. Delete in its entirety Exhibit B-18 and replace with Exhibit B-18 Amendment #1.
5. Delete in its entirety Exhibit B-19 and replace with Exhibit B-19 Amendment #1.

New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Resource Centers Program



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

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

State of New Hampshire
Department of Health and Human Services

12/30/15
Date

Mary Ann Cooney
NAME Mary Ann Cooney
TITLE Associate Commissioner

Community Action Program Belknap and Merrimack
Counties, Inc.

12/21/2015
Date

Ralph Littlefield
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 12/21/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathy L. Howard, Notary Public
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Resource Centers Program**

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

OFFICE OF THE ATTORNEY GENERAL

1/9/16
Date

[Signature]
Name: Megan D. Fogli
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

4.8. Amendment #2 to the Senior Medicare Patrol Program

4.8.1. The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare as follows:

- 4.8.1.1. Foster national and statewide coverage of the Senior Medicare Patrol Program (SMP) by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.1.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.1.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by:
 1. Collaborating in a seamless and consistent way with community-based providers;
 2. Conducting timely reporting to the federal Senior Medicare Patrol (SMP) reporting database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education, volunteer management and resolution of complex issues; and
 3. Using the national SMP Resource Center's resources.
- 4.8.1.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting Administration for Community Living (ACL) objectives that utilize SMP reporting database to support the OIG Performance Measures;
- 4.8.1.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy;
- 4.8.1.6. Implement the SMP Resource Center's Volunteer Risk Program Management policies as developed by the Administration for Community Living;
- 4.8.1.7. Recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information,



Exhibit A Amendment #1

detect payment errors, and how to report questionable Medicare billing situations; and

- 4.8.1.8. Provide SMP Capacity Building Volunteer Consultation statewide for:
1. Oversight of the Volunteer Risk Program Management services by:
 - a. Providing guidance to the Department's ServiceLink Contractors on recruitment, screening, retainment, and recognition strategies for their volunteers; and
 - b. Coordinating training to the Department's ServiceLink Contractors on updates to the Volunteer Risk Program Management Services and other national SMP resources that involve volunteers.
 2. Promotion of the SMP mission for the Medicare consumer population, family caregivers, and other agencies in the community by:
 - a. Coordinating statewide and regional marketing activities, such creating print materials, radio messaging, and other media promotions for approval by the Department;
 - b. Providing oversight and guidance to each of the Department's ServiceLink Contractors on the Medicare Minutes, which are various Medicare topics that have prepared scripts and handouts provided by the national SMP Resource Center;
 - c. Providing oversight and guidance to each of the Department's ServiceLink Contractors on the Medicare Minute activities and presentations that are conducted by each of the Department's ServiceLink Contractors staff and volunteers throughout the State; and
 - d. Assist each of the Department's ServiceLink Contractors in the monthly delivery and documentation of the Medicare Minute activities at various community sites.
 3. Report quarterly to the Department on the activities completed statewide towards the progress on recruiting, training and retaining volunteers under the Volunteer Risk Program Management, such as, but not limited to, the number of volunteers and the statewide activities as described in Section 4.8.1.6 and 4.8.1.7.

R-Q

12/21/15

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

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

Program Name: ServiceLink Resource Center

Budget Period: 7/1/15 - 6/30/16

Line Item	Total Program Cost		Contractor Share / Month		Percentage Budget to be Provided by Other Contract Share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 220,114	\$ 1,500	\$ 221,614	\$ 3,851	\$ 216,263	\$ 1,500
2. Employee Benefits	\$ 59,468	\$ 360	\$ 59,828	\$ 1,149	\$ 58,319	\$ 360
3. Consultants	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,328	\$ 80	\$ 2,408	\$ -	\$ 2,328	\$ 80
6. Travel	\$ 3,950	\$ -	\$ 3,950	\$ -	\$ 3,950	\$ -
7. Occupancy	\$ 15,340	\$ 9,660	\$ 25,000	\$ -	\$ 15,340	\$ 9,660
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,500	\$ -	\$ 3,500	\$ -	\$ 3,500	\$ -
Postage	\$ 2,070	\$ 30	\$ 2,100	\$ -	\$ 2,070	\$ 30
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300	\$ 300	\$ -	\$ -	\$ 300
Insurance	\$ -	\$ 550	\$ 550	\$ -	\$ -	\$ 550
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 16,800	\$ -	\$ 16,800	\$ -	\$ 16,800	\$ -
10. Staff Education and Training	\$ 2,900	\$ -	\$ 2,900	\$ -	\$ 2,900	\$ -
11. Subcontracts/Agreements	\$ 17,000	\$ -	\$ 17,000	\$ -	\$ 17,000	\$ -
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,065	\$ 35	\$ 2,100	\$ -	\$ 2,065	\$ 35
TOTAL	\$ 0	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -
Indirect As A Percent of Direct	\$ 0	\$ 348,035	\$ 348,035	\$ 5,000	\$ 343,035	\$ 12,515
						3.6%
						0.0%
						3.6%
						3.6%

Contractor Initials: *RJ*
 Date: *7/21/15*

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

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

Program Name ServiceLink Resource Center

Budget Period: 7/1/16 - 9/30/16

Line Item	Total Program Cost		Contractor Share / Match		Amount Budgeted to be Provided by DHHS Contract Money	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 55,424	\$ 375	\$ 55,799	\$ 962	\$ 54,482	\$ 375
2. Employee Benefits	\$ 14,969	\$ 90	\$ 15,059	\$ 288	\$ 14,881	\$ 90
3. Consultants	\$ 123	\$ -	\$ 123	\$ -	\$ 123	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 510	\$ 80	\$ 590	\$ -	\$ 510	\$ 80
6. Travel	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -
7. Occupancy	\$ 3,875	\$ 2,375	\$ 6,250	\$ -	\$ 3,875	\$ 2,375
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 875	\$ -	\$ 875	\$ -	\$ 875	\$ -
Postage	\$ 506	\$ 19	\$ 525	\$ -	\$ 506	\$ 19
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 75	\$ -	\$ 75	\$ -	\$ 75	\$ -
Insurance	\$ -	\$ 140	\$ 140	\$ -	\$ -	\$ 140
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,325	\$ -	\$ 10,325	\$ -	\$ 10,325	\$ -
11. Staff Education and Training	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -
12. Subcontracts/Agreements	\$ 6,500	\$ -	\$ 6,500	\$ -	\$ 6,500	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 465	\$ 35	\$ 500	\$ -	\$ 465	\$ 35
TOTAL	\$ 95,774	\$ 3,114	\$ 98,888	\$ 1,250	\$ 94,524	\$ 3,114
Indirect As A Percent of Direct						
						3.3%

Contractor Initials: *QAP*
 Date: 7/27/16

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April, A.D. 2015

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

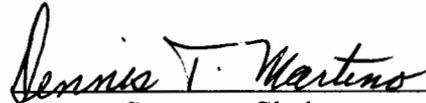
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 9/30/2016 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 21st day of December, 2015.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 21st day of December, 2015, before me, Kathy L Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


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

Commission Expiration Date:

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

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

12/21/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A National Union Fire Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER B AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER C Hanover Ins Group</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Union Fire Insurance	19445	INSURER B AmGuard Ins Co	42390	INSURER C Hanover Ins Group		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302														

COVERAGES CERTIFICATE NUMBER: 15-16 All w/14-15 Prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		29-LX-001205698-0 NFP0086654- (D&O)	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers \$ 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		29-CA-003162821-0	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29-UD-001205720-0	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	COWC600560 (3a.) NH All officers included	6/17/2015	6/17/2016	<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
C	Blanket Crime		BDV1945863	3/27/2015	3/27/2016	Limit: 500,000	
D	Professional		NHJUA11882	12/30/2014	12/30/2015	Limit: 1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Sharpe/JSC 
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Community Action Program Belknap—Merrimack Counties, Inc.



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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

CAPBMC1 Statement of Purpose

ALTON
Senior Center 875-7102
Prospect View Housing 875-3111

BELMONT
Senior Center 267-8867
Heritage Terr. Housing 267-8801

BRADFORD
Senior Center 938-2104

CONCORD
Area Center 225-6880
Head Start 224-6492
Early Head Start 224-6482
Concord Area
Wheels-on-Wheels 225-9092
Concord Area Transit 225-1989
Horseshoe Pond Place 229-6958
W/C/B/F/P 225-2050
Workplace Success 223-2305

EPSOM
Meadow Brook Housing 736-8250

FRANKLIN
Area Center 534-3444
Head Start 534-2181
Early Head Start 534-2181
Senior Center 534-6151
Riverside Housing 534-5340

KEARSARGE VALLEY
Area Center 486-2207
Head Start 486-2208
North Ridge Housing 486-3398

LACONIA
Area Center 524-5512
Head Start 529-5334
Early Head Start 529-5334
Senior Center 524-7689
Family Planning 524-8463
Prenatal 524-8463
Westpassauke Transit 528-2498
Workplace Success 524-4367

MEREDITH
Area Center 278-6096

NEWBURY
Newbury Commons
Housing 763-8360

OSSIPEE
Family Planning 539-7552
Prenatal 539-7552

PEMBROKE
Village at Pembroke Farms
Housing 485-1842

PITTSFIELD
Senior Center 435-8482
Head Start 435-6618
Early Head Start 435-6611

SUNCOOK
Area Center 685-7824
Senior Center 685-4234

TILTON
Senior Center 527-8291

Financial Statements

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

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

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

TABLE OF CONTENTS

FINANCIAL STATEMENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Notes to Financial Statements	6 - 13
Supplementary Information:	
Schedule of Expenditures of Federal Awards	14 - 15
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	16 - 17
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance required by OMB Circular A-133	18 - 19
Schedule of Findings and Questioned Costs	20 - 21
Supplementary Information:	
Schedules of Revenues and Expenditures	22 - 28
Schedule of Refundable Advance	29

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

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

Report on Summarized Comparative Information

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

Other Matters

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

Other Reporting Required by Government Auditing Standards

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

Leone, McDonnell & Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2015 AND 2014

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

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

Financial Statement Presentation

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

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

Income Taxes

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

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

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

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

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

Contributions

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

Contributed Services

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

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

In-Kind Donations / Noncash Transactions

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

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

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

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

Advertising

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

2. ACCOUNTS RECEIVABLE

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

3. REFUNDABLE ADVANCES

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

4. RETIREMENT PLAN

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

5. LEASED FACILITIES

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

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

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

6. **ACCRUED EARNED TIME**

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

7. **BANK LINE OF CREDIT**

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

8. **LONG TERM DEBT**

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

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

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

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

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. 20,156

Total 1,610,830
 Less amounts due within one year 145,551

Long term portion \$ 1,465,279

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

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

9. PROPERTY AND EQUIPMENT

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

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

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

10. CONTINGENCIES

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

11. **CONCENTRATION OF RISK**

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

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

12. **TEMPORARILY RESTRICTED NET ASSETS**

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

Restricted Purpose

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

13. **STATEMENT OF FUNCTIONAL EXPENSES**

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

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

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

14. **RELATED PARTY TRANSACTIONS**

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

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

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

15. **RECLASSIFICATION**

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

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

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

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

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

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

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

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

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

Fair Value Measurements using Significant Observable Inputs (Level 1)

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

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

17. FISCAL AGENT

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

18. SUBSEQUENT EVENTS

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

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	EXPENDITURES
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
Head Start	93.600	N/A	\$ 3,673,175
Through State of New Hampshire			
Weatherization-IIRRP	93.568		71,969
Fuel Assistance	93.568	611001	3,954,936
Fuel Assistance-SEAS	93.044	611001	7,018
Title III Part C	93.045	410338	479,147
Community Services Block Grant	93.569	610155	472,191
Title XX - Block Grant	93.667	410338	272,657
Family Planning	93.217	610237	91,786
Family Planning	93.558	610237	39,732
Family Planning	92.940	610237	7,010
Title III Part B Rural Transportation	93.044	410338	102,143
Home Visiting	93.505	N/A	72,753
Prenatal	93.994	520243	23,240
Merrimack County Service Link Program	93.324	N/A	14,591
Merrimack County Service Link Program	93.052	N/A	11,055
Merrimack County Service Link Program	93.667	N/A	32,143
Merrimack County Service Link Program	93.048	N/A	77,774
Merrimack County Service Link Program	93.071	N/A	5,915
Merrimack County Service Link Program	93.517	N/A	28,048
Merrimack County Service Link Program	93.779	N/A	2,348
Senior Medicare Patrol Program Capacity Building	93.048		30,677
Elder Services/NSIP	93.053	410338	204,459
Through Southern New Hampshire Services			
Workplace Success	93.558	N/A	241,015
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525		55,801
			<u>10,011,593</u>
<u>US DEPARTMENT OF AGRICULTURE</u>			
Through State of New Hampshire			
WIC	10.557	611080	750,341
CSFP	10.565	611080	619,458
Senior Farmers Market	10.575		86,516
Surplus Food-TEFAP/Admin	10.568	N/A	171,257
Surplus Food-TEFAP	10.569	N/A	1,620,598
CACF Head Start/USDA	10.558	N/A	209,373
Summer Food-USDA	10.559		132,511
			<u>3,590,063</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>			
Senior Companion	94.016	N/A	354,744
<u>US DEPARTMENT OF TRANSPORTATION</u>			
Through State of New Hampshire			
Concord Area Transit	20.509		474,060
Concord Area Transit-New Freedom	20.521		43,670
Concord Area Transit	20.513		22,852
Winnepesaukee Transit System	20.509	68022	56,520
Winnepesaukee Transit System	20.521		834
Through County of Merrimack			
Rural Transportation	20.513		26,499
Volunteer Driver Program	20.513		99,482
			<u>723,817</u>

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

Statewide Lead Abatement Program 14,900 723,513

Through State of New Hampshire

Outreach Program 14,235 N/A 81,631
Emergency Solutions Grant 14,231 N/A 20,379
Homeless Prevention 14,235 N/A 28,269
Supportive Housing Services 14,235 64,260

Through National Center for Healthy Housing

Radon Program 14,905 1,450

979,602

US DEPARTMENT OF ENERGY

Through State of New Hampshire

Weatherization 81,042 551,896 189,824

189,824

US DEPARTMENT OF LABOR

Through State of New Hampshire

Senior Community Service Employment 17,235 610,663 479,497

Through Southern New Hampshire Services

WIA-Adult Program 17,258 N/A 111,148
WIA-Dislocated Worker Program 17,260 N/A 115,119

705,764

HOMELAND SECURITY

Through United Way

Emergency Food and Shelter Program 97,024 1,335

TOTAL AWARDS EXPENDED

\$ 16,556,742

NOTE A - BASIS OF PRESENTATION

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

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - SUBRECIPIENTS

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

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

NOTE D - FOOD COMMODITIES

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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell + Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

*Leone, McDonnell & Roberts
Professional Association*

October 2, 2015
Concord, New Hampshire

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

SUMMARY OF AUDITORS' RESULTS

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

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Grant Period</u> <u>10/1/14-9/30/15</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 860,873	\$ 3,134,063	\$ 3,994,936
Other	<u>537</u>	<u>786</u>	<u>1,323</u>
	<u>\$ 861,410</u>	<u>\$ 3,134,849</u>	<u>\$ 3,996,259</u>
Expenditures			
Personnel	\$ 167,832	\$ 194,450	\$ 362,282
Fringe benefits	24,423	32,906	57,329
Travel	2,181	737	2,918
Occupancy	23,423	33,448	56,871
Direct program costs	609,072	2,846,095	3,455,167
Other costs	<u>34,479</u>	<u>27,213</u>	<u>61,692</u>
	<u>\$ 861,410</u>	<u>\$ 3,134,849</u>	<u>\$ 3,996,259</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

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

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber

Vacant - *Vice President*

Bill Johnson

Dennis Martino, *Secretary-Clerk*

Andrea MacEachern

Kathy Goode, *Treasurer*

David Siff

Heather Brown

Hope Cassin

Nicolette Clark

Victoria Jones

Theresa M. Cromwell

Joel B. Green

OBJECTIVE: To utilize my extensive and diverse skills, experience, and leadership ability, in a challenging organization where vision and creative problem solving is a must.

SKILLS: Excellent communication skills, analytical ability to solve complex problems and create solutions, with the ability to help people focus in a learning and educational environment.

WORK EXPERIENCE:

Merrimack County ServiceLink Center Manager

September 2013- Present

Responsible for day to day services which provide I & R, Medicare Counseling, Long Term Care Counseling, Family Caregiver Support, Veterans Services and Medicaid Referral and Assessment, serving people who are 60 or older and individuals who live with a disability between the ages of 18-59

Community Services Council of New Hampshire

President and CEO September 8, 2009-September 2013

Day to Day responsibilities for the entire operation of the organization including, financial, personnel, program management and development, public awareness strategic planning and all other functions typical of a CEO

Vice President of Operations

June 2006- September 2009

Responsible for managing the NH Help line a statewide Information and Referral service that cuts across all social service delivery systems, developing new programs and business, staff training and development, public awareness, grant development and fundraising. Member of Senior Management Team. Director of all services for those who live with developmental and intellectual challenges which included 3 residential homes, 2 day programs and 13 Enhanced Family Care providers.

EMARC, Reading MA January 2003- March 2006

Director of Day Services

Responsible for the day-to-day operation of day services for those living with developmental disabilities. Management and supervision of 23 staff serving approximately 90 individuals in an employment supports program, day program, school to work involving five local high schools, the Center for Emerging Artists and transportation. Activities included program design and Re-design, planning and development, supervision, leadership and clinical consultation. Served as a member of the senior management team and attended and participated in all Board of Director meetings.

Mount Wachusett Community College, Gardner, MA September 1982- Spring 2006

Instructor

Taught -Introduction to Human Services- Introduction to Psychology
Techniques, Sociology, Social Problems, Death and Dying, Abnormal Psychology and Marriage and the Family

Governor's Office of Energy and Community Services State of New Hampshire

Director of Community Services July 2001- January 2003

Responsible for the overall delivery of the statewide Federally funded Weatherization Program, Fuel Assistance Program and the Refugee Resettlement Program. Supervision of six staff, overview of contracting with six CAA and the monitoring of service delivery. Member of the senior management team. Program design and analysis.

Center for Living Democracy, Brattleboro Vermont

Chief Operating Officer December 1998- December 2000

Responsible for the day-to-day management of the entire Center's programs which included The American News Service a weekly Internet publication. Responsible for financial management which included budget development, accounting, monitoring and implementation of a one million dollar a year budget.

Crotched Mountain Residential Services, Derry NH

Executive Director April 1996- December 1998

Functioned as the CEO for this affiliate of Crotched Mountain Foundation. Responsibility for the day-to-day operations of all programs, supports and services for adults who live with mental retardation and mental illness, as well as other disabilities. Was also responsible for the development and management of a 1.7 million dollar budget, human resources, strategic planning, new program development, quality assurance and other related duties typical of a CEO.

The Institute for Professional Practice, Westminister, MA

Project Director August 1989- April 1996

Responsible for the operation of supported employment services for more than fifty adults labeled mentally retarded and living with behavior challenges. Supervised employment specialists, job developers, and the marketing director. Hired and conducted performance evaluations for all staff, provided training, leadership, and supervision. Additionally served as the human rights director for the entire agency, providing training for all residential and day staff. Helped develop and grow the human rights committee by serving as the chief contact for the committee.

DMH- North Central Area Office, Fitchburg, MA

Case manager III May 1988- August 1989

Functioned as the liaison to Worcester State Hospital. Advocated for the successful return to the community of people labeled mentally ill. Worked with individuals diagnosed as having chronic mental illness, as well as substance abuse and other addictions.

Monadnock Worksource, Peterborough, NH

Executive Director December 1986- May 1988

Responsible for the operation of all aspects of this human service with an annual budget of 1.6 million dollars. Served 65 adults labeled mentally retarded in both day and home domains. Supervised staff of 75 and performed budget development and implementation activities, as well as, strategic planning and new program development. Answered directly to the board of directors providing monthly reports on fiscal status and programmatic, personnel and other related issues.

DMR- North Central Area Office, Fitchburg, MA

Client Services Coordinator Supervisor July 1982- December 1986

Duties included regular weekly supervision of 11 client service coordinators with a combined caseload of over 500 individuals labeled mentally retarded. Administrative responsibility for all client databases concerning service needs, budget related planning and program development, chapter 688 planning and other projects.

Program Specialist: October 1981-July 1982

Responsible for overseeing the successful implementation of 1.5million dollars in vendor contracts. Program design, proposal writing and evaluation of vendor responses to proposals, contract negotiation and budget planning.

Walter E. Fernald State School, Waltham, MA

Senior Social Worker September 1979- October 1981

Community placement, family and individual therapy and case management services for 45 adults labeled mentally retarded.

First Realty Corporation, Brockton, MA

Director of Social Services and Recreation June 1978- September 1979

Worked to coordinate and deliver services for teenagers in need of meaningful and constructive activity. Also ran recreational activities for tenants in the two public housing projects under my charge. Also provided referral services for a variety of needs.

EDUCATION: Master of Education, Counseling Psychology Antioch University
Bachelor of Science, Social Welfare Salem State University

PAMELA JOLIVETTE

EMPLOYMENT HISTORY

ELDER SERVICES DIRECTOR

8/97 — Present

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

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

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

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

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

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

As President of NH Coalition of Aging Services initiated strategic planning which led to the broadening of our mission, development of a system to track statewide service data and an annual meeting that highlights the Older American Act with guests from Washington DC.

SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR

12/84 — 8/97

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

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

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

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

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

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

GERIATRIC CASE MANAGER 7/82 — 3/84

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

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

SUPPORT SERVICES DIRECTOR 6/80 — 7/82

Twin Rivers Counseling Center
Franklin, NH 03235

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

PROGRAM DIRECTOR 3/76 — 4/79

Lamoille County Mental Health
Morrisville VT

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

CURRENT PROFESSIONAL ASSOCIATIONS

New Hampshire Association of Aging Services
Vice-Chair Mid-State Regional Coordinating Council
CONFR, Continuing Education in Fund Raising
New Hampshire Transit Association
Advisory Council for the New Hampshire Aging and Disability Resource Centers
National Associations of Nutrition and Aging Service Providers
National Council on the Aging
Meals-on-Wheels Association of America

EDUCATION AND TRAINING

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

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

BA Degree, Psychology
Johnson State College, Johnson, VT 1975

KATHRYN R. LAVIGNE

WORK EXPERIENCE

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

EDUCATION

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

REFERENCES

Available upon request.

BRIAN F. HOFFMAN

WORK EXPERIENCE

- 1981 – Present **DEPUTY DIRECTOR**
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
- Provides general supervision and direction to the program directors and assists with the development, planning, coordination and implementation of all agency services. Responsible for the financial operation of the Fiscal Department, the programs and the agency.
- 1978-1981 **COMMUNITY SERVICES ADMINISTRATOR**
Southern New Hampshire Services, Inc.
P.O. Box 5040, Manchester, NH 03108
- 1976-1978 **DIRECTOR OF ELDERLY AFFAIRS**
Southern New Hampshire Services, Inc.
- 1974-1976 **ASSISTANT DIRECTOR OF ELDERLY AFFAIRS**
Southern New Hampshire Services, Inc.

EDUCATION

University of New Hampshire
Durham, New Hampshire
Bachelor of Science
Recreation and Parks Administration – 1974

PROFESSIONAL ASSOCIATIONS

- New Hampshire Public Television, Community Advisory Board (appointed 2013)
Treasurer, Board of Directors, New Hampshire Community Development Finance Authority (2006-Present)
- New Hampshire Community Action Association
Secretary, Board of Directors, Bedford Firefighters Association (2011-Present)
Retired Volunteer Firefighter and EMT for Bedford Fire Department (30 years)
Baboosic Lake Association, Board of Directors, served as Vice-President and President (12 years)
Pointer Fish and Game Club, Board of Directors, served as Treasurer (5 years)

RALPH LITTLEFIELD

EDUCATION

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

EMPLOYMENT

January 1980 – Present

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

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

June 1978 – January 1980

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

1976 – June 1978

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

1974 – 1975

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

1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

Community Action Program Belknap-Merrimack Counties, Inc.

**Department of Health and Human Services
Bureau of Elderly and Adult Services**

**NH ServiceLink Resource Centers Program
07/01/2015 – 09/30/2016**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ralph Littlefield	Executive Director	\$ 140,639	0%	\$ 0.00
Brian F. Hoffman	Deputy Director	\$ 117,785	0%	\$ 0.00
Kathy Lavigne	Chief Accountant	\$ 63,960	0%	\$ 0.00
Pam Jolivette	Director, Elder Services	\$ 69,882	0%	\$ 0.00
Joel Green	Merrimack County ServiceLink Resource Center Manager	\$ 47,931	100%	\$ 47,931.00



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the New Hampshire ServiceLink Resource Centers Program Contract**

This third Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #3") dated this day of March 17, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH, 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013 (Item #62), amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014 (Item #35) and amended by an agreement (Amendment #2 to the Contract) approved on June 4, 2014 (Item #59), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3, this Agreement has an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council, by written agreement of the parties;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen (15) months and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$941,757.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director Contract and Procurement.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #2, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-17, Exhibit B-18, and Exhibit B-19.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



**New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Resource Centers Program**

12. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, to read: 1/1/14 to 9/30/16.
13. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read: 1/1/14 to 9/30/16.
14. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.



**New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Resource Centers Program**

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

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

4/3/15
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Diane Langley
Director

3/26/2015
Date

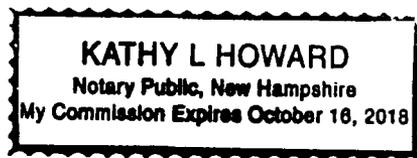
Community Action Program Belknap and Merrimack
Counties, Inc.
[Signature]
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 3/26/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Kathy L. Howard, Notary Public
Name and Title of Notary or Justice of the Peace



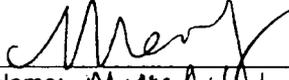


**New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Resource Centers Program**

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15


Name: Megan A. J. Cole
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the New Hampshire ServiceLink Contractors.

The Contractors shall serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and function as a full service point of access to Medicaid long-term support programs and benefits.

The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service access point for individuals to inquire about community long term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options wherever they enter the system.

1.1. Definitions

Alliance of Information and Referral Standards: A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals

Local Contact Agency: State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, provide timely information about choices of services and supports in the community, and collaborate with nursing facility.

Long Term Services and Supports (LTSS): These are home and community based services provided to individuals to support their level of independence in the home and community.

New Heights: New Hampshire Medicaid's eligibility management system.

NH EASY: New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online.

Person Centered: Person-centered describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each person's values, experiences, and knowledge drive the creation of an individualized plan as well as the delivery of services.

Person centered transition support Major Pathways: The pathways that people travel while transitioning from one service setting to another or from one public program payer to another. These pathways can include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skill nursing facility to other settings. The pathways also represent critical junctures where decisions are made- usually in a time of crisis – that often determines whether a person is permanently institutionalized or transitioned back to their home.

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.

Refer7: The State of New Hampshire (DHHS) leases Refer7 software from a separate Contractor who provides ServiceLink contractors software support during business hours. The Refer7 contractor also provides database back-ups for all of the data that the ServiceLink contractors input into the Refer7 system. ServiceLink contractors use Refer7 as the centralized resource database in order to assist users with information about service resources Statewide and to assist ServiceLink contractor staff with documentation of calls/contacts. The Refer7 system allows users to track client records and also to generate reporting data on those contacts.

The Balancing Incentive Program (BIP) is a discretionary grant awarded to DHHS by the Centers for Medicare & Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management, and standardized assessments.



Exhibit A Amendment #1

The State Innovations Model (SIM), a discretionary grant also funded by CMS, is providing resources to assist DHHS in the development of a managed care model for long term services and supports and the implementation planning for that model.

2. Covered Populations and Services

2.1. The Contractor shall provide services defined in this Agreement to the following populations:

- Persons age 60 and over;
- Adults over the age of 18, who are chronically, physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about LTSS; and
- Individuals with intellectual, physical, and/or developmental disabilities;
- Veterans;
- People of all ages, income levels and disabilities, including people with dementia and people of different cultures and ethnicities.

3. Geographic Area Served: The Contractor shall provide services as described in this Agreement in the geographic area of Merrimack County. Geographic area is defined as the area focused on client location (City or Town).

4. ServiceLink Services

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

Contractor shall submit to the Department, for review and approval, an outreach and marketing plan focused on establishing its organization as a highly visible and trusted place where people can turn for objective and unbiased information on the full range of long-term support options. The Contractor shall also promote awareness of the long-term supports and services and various options that are available in the community. The outreach and marketing plan shall include:

- 4.1.1.1. Consideration of all populations served including different age groups, different income levels, different types of disabilities, cultural diversities, and those underserved, and individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations. Populations shall include all individuals who may or may not meet public assistance requirements, in addition to those that are hard to reach, those who are private payers and want to plan ahead for their long-term needs;
- 4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities; and
- 4.1.1.3. A feedback loop to modify activities as needed.
- 4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

4.1.2. Information and Referral shall be considered the point of entry for service access.

- 4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.
- 4.1.2.2. Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.
- 4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.
- 4.1.2.4. Contractor shall use the Alliance of Information and Referral Standards and use the Refer7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The Contractor is responsible for:
 - 4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and
 - 4.1.2.4.2. Resources in the database conform to established inclusion/exclusion policies; these policies specifically address inclusion of resources and providers for private



Exhibit A Amendment #1

paying individuals and families; and the database is accessible to the public via a comprehensive website and is user- friendly, searchable and accessible to persons with disabilities.

4.1.2.5. Contractor's staff shall attend trainings as directed by the Department.

4.2. Options Counseling

- 4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values and use their own personal and financial resources more efficiently and more effectively.
- 4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others whom they may wish to include in the process, such as family members and/or caregivers/support persons.
- 4.2.3. The Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration for Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards, when they have been released.
- 4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arrange for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum, the Contractor shall provide:
 - 4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;
 - 4.2.4.2. Special attention to those clients most at risk of institutionalization;
 - 4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in assessing all the pros and cons;
 - 4.2.4.4. Development of action steps toward a goal or a long-term support plan, with assistance in applying and accessing support options when requested;
 - 4.2.4.5. Counseling in a location that fits the needs of the individual being served, such as a private home and office, and to be accessible to the client by phone, email, etc.;
 - 4.2.4.6. Counseling that ensures that clients understand their options by using the Option Counseling Standards.
- 4.2.5. The Contractor shall provide confidential, objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.
- 4.2.6. The Contractor shall serve as full service access entry points for individuals and use standard intake and screening instruments defined by the Department.
- 4.2.7. The Contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.
- 4.2.8. The Contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.
- 4.2.9. The Contractor shall be in regular communication with Adult Protection Service offices and will report abuse and neglect of clients immediately to the Adult Protection program.
- 4.2.10. The Contractor shall include a plan to schedule future contacts and follow-ups according to the needs of the client.

4.3. Streamlined Eligibility Determination for Public Programs

The Contractor will serve as a full service access point/no wrong door to all publicly funded long-term supports, including those funded by Medicaid, the Older Americans Act (OAA), the Rehabilitation



Exhibit A Amendment #1

Services Act, and other state and federal programs and services. The Contractor shall follow the protocols and procedure for providing the following:

4.3.1. Intake and Screening

The Contractor shall use a standardized process for helping individuals access all publicly-funded LTSS programs available in the state. The Contractor shall support, implement and follow the processes to streamline access to LTSS, which will be defined by DHHS as part of BIP and SIM projects. The Contractor shall offer to assist the client when making external referrals.

4.3.2. Financial and Functional Eligibility Processes

Eligibility for financial and medical assistance programs is the responsibility of the State, where accountability for compliance with federal requirements is placed.

4.3.2.1.1. The Contractor uses uniform criteria to assess risk of institutional placement in order to target support to individuals at high-risk. Through BIP, level of care assessments will be further developed.

4.3.2.2. Contractor shall assist individuals as needed with initial steps in completing the application that include:

4.3.2.2.1. taking applications, assisting applicants in completing the application, providing information and referrals, obtaining required documentation to complete the application, assuring that the information contained on the application form is complete, and conducting any necessary interviews.

4.3.3. Tracking Eligibility Status

4.3.3.1. The Contractor shall track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's Intake/eligibility determination systems, such as New Heights Financial Eligibility System, NH Easy, and other program specific systems. Designated staff will be trained and have access to these systems.

4.3.3.2. The Contractor may be informed of individuals who are determined ineligible for public LTSS and the ServiceLink Contractor conducts follow-up with those individuals to provide further Options Counseling. Contractor shall reach out to clients and schedule a counseling meeting with them to explore other options.

4.4. Person-Centered Transitions Support

The Contractor shall assist individuals from being placed unnecessarily in a nursing home or other institution by:

4.4.1. Creating formal linkages between and among the major pathways that people travel while transitioning from one setting of care to another or from one public program payer to another. These pathways include preadmission screening programs for nursing home services and hospital discharge planning programs, and they represent critical junctures where decisions are made.

4.4.2. The Contractor shall play a pivotal role in these transitions to ensure that people understand their options and receive LTSS in the setting that best meet their individual needs and preferences, which is often in their own homes.

4.4.3. Contractor staff will be present at these critical points to provide individuals and their families with the information they need to make informed decisions about their service and support options, and to help them quickly arrange for the supports and services they choose.

4.4.4. The Contract shall:

4.4.4.1. establish a process for identifying individuals and their caregivers who may need transition support services;

4.4.4.2. follow Protocols for referring individuals to the ServiceLink contractor for transition support and other services; and



Exhibit A Amendment #1

- 4.4.4.3. Provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
 - 4.4.4.4. Serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.
- 4.5. Consumer Populations and Partnerships
- 4.5.1. Consumer Populations
 - Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:
 - 4.5.1.1. People over age 60
 - 4.5.1.2. Adults over age 18 living with chronic illnesses or disabilities
 - 4.5.1.3. Family members, caregivers, and family caregivers of the target populations
 - 4.5.1.4. Local community providers
 - 4.5.1.5. Representation from cultural and ethnic minorities residing within the community.
 - 4.5.1.6. At least twenty-five (25) percent of the membership must be from the target population.
Note: Consumers, caregivers, or family board member who works for a human service agency organization may not be counted in meeting this standard.
 - 4.5.2. Medicaid
 - Contractor shall comply with the Department policies and procedures related to its role as a partner in the Medicaid eligibility determination process.
 - 4.5.3. Aging and Disability Partners
 - 4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.
 - 4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.
 - 4.5.3.3. The Contractor shall have or will develop partnerships with State or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.
 - 4.5.4. Other Partners and Stakeholders
 - Contractor will establish solid working partnerships with other agencies and stakeholders serving the target population, both at the State level as well as the community. These include hospitals, senior centers, physician practices, home health agencies, community mental health centers, Adult Protective Services, municipal health and welfare, and other public assistance programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.
- 4.6. New Hampshire Family Caregiver Program
- The Contractor shall provide a multifaceted system of support services for family caregivers who provide full time care and meet the eligibility of the Caregiver programs by providing the following:



Exhibit A Amendment #1

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- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
 - 4.6.2. Family caregivers of frail older adults;
 - 4.6.3. Caregivers of individuals with Alzheimer's disease or dementia;
 - 4.6.4. Older caregivers of individuals with disabilities; and
 - 4.6.5. Older grandparents and relatives who are raising a child, or children.
 - 4.6.6. Determine eligibility for the caregiver programs.
 - 4.6.7. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
 - 4.6.8. Provide information, assistance, and options counseling to caregivers
 - 4.6.9. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
 - 4.6.10. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
 - 4.6.11. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
 - 4.6.12. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum. The Contractor shall:
 - 4.6.12.1. Provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
 - 4.6.13. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.
- 4.7. New Hampshire State Health Insurance Assistance Program
- The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:
- 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
 - 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
 - 4.7.3. Demonstrate an increase and enhance beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.
 - 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
 - 4.7.5. Recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare by providing the following:

- 4.8.1. Foster national and statewide coverage by SMP by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to the SMART FACTS database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education, volunteer management and resolution of complex issues, and (c) using the national SMP Resource Center's resources;
- 4.8.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting AoA's objectives that utilize SMART FACTS to support the OIG Performance Measures;
- 4.8.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy; and
- 4.8.6. Implement the SMP Resource Center's Volunteer Risk Management Program as developed by the Administration for Community Living.
- 4.8.7. Comply with the standards in the SHIP Program Guidance.
- 4.8.8. Recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and how to report questionable Medicare billing situations.

4.9. Veterans Directed Home and Community Based Program

The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities. The Contractor shall:

- 4.9.1. Develop and implement a Veterans Directed Home and Community Based (VDHCB) program to provide the services described in Section 4.9.2, in the following ways:
 - 4.9.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The provider agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the provider Agreement, the Contractor shall work with the WRJ VAMC and/or the Manchester VAMC and shall be responsible for the service coordination as defined in Section 4.9.2 below.
 - 4.9.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
 - 4.9.1.3. Establish and maintain a budget for the costs to develop and implement the program as follows:



Exhibit A Amendment #1

- 4.9.1.3.1. Ongoing Staff development and training such as but not limited to, costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
- 4.9.1.3.2. Ongoing Travel costs associated with ongoing program development and implementation such as, but not limited to: Staff mileage to and from training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, Establishing and maintaining a of business processes related to the VD-HCBS Program, such as computer equipment, telephone expenses, and office furniture for new staff.
- 4.9.1.3.3. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in Section 4.9.2.
- 4.9.1.4. Provide or contract with an agency to provide financial management services to the Veterans. The Contractor cannot implement the VDHCBS program until financial management services are reviewed and approved by the VDHCBS national Readiness Review Process, and reviewed by WRJ and Manchester VAMC and DHHS.
- 4.9.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
 - 4.9.1.5.1. The Contractor shall increase the FTE when the Veterans caseload exceeds 19 Veterans. The contractor shall increase the FTE to provide 4.5 hours per month per veteran.
- 4.9.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors are trained in the program practices and procedures prior to service delivery defined in Section 4.9.2.
- 4.9.1.7. Establish Financial Management Readiness and pass formal readiness review prior to implementation of the program. New FMS agreements must pass formal readiness review,
- 4.9.2. Provide options counseling and assist Veterans in arranging consumer directed services as follows:
 - 4.9.2.1. Maintain the provider agreement in Section 4.9.1.1 and the contractor shall be responsible for service coordination for the Veteran as follows:
 - 4.9.2.1.1. Accept referrals of eligible Veterans and their authorized budgets to buy long term supports and services, from at least one of the VAMC in Section 4.9.1.1.
 - 4.9.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plan of care with types of services to the VAMC for approval. The Contractor must obtain budget approval of plan of care from the VAMC before the Veteran receives VD-HCBS supports and services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.



Exhibit A Amendment #1

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- 4.9.2.2. Provide or maintain the contract with an agency to provide financial management services. Seek reimbursements for service coordination through the VAMC defined in Section 4.9.1. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
 - 4.9.3. Ensure the following:
 - 4.9.3.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
 - 4.9.3.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
 - 4.9.3.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
 - 4.9.3.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
 - 4.9.4. Comply with procedures for reporting requirements defined by DHHS for monthly "Ticker" reporting requirements defined and required by National VDHCS program administration.
 - 4.9.5. Enter contact data into the Refer 7 data base to increase the amount of resources available by geographic area serve Veterans.
 - 4.9.6. Ensure that documentation required by both the Department and the VAMC is kept current and submitted according to the program requirements.
 - 4.9.7. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending meetings, trainings, to include monthly VDHCS Faculty Calls, and related conference calls.
 - 4.9.8. Participate in trainings that aim to improve knowledge of military culture and other related trainings to enhance competencies required to serve our military family and service member population.
- 4.10. Medicare Improvements for Patients and Providers Act (MIPPA).
The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA), services through as follows:
- 4.10.1. Provide MIPPA services to assist Medicare beneficiaries to:
 - 4.10.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
 - 4.10.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
 - 4.10.1.3. Promote the Medicare programs described in Section 4.10.1.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
 - 4.10.2. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
 - 4.10.3. Complete an analysis using available statistics such as Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The



Exhibit A Amendment #1

Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.

- 4.10.4. Assess current and past partnerships with other agencies and community services.
- 4.10.5. Conduct outreach, education and assistance to the target population and geographic area as approved by the Department, based on the Contractor's results of the assessment and analysis described in Section 4.10.2, 4.10.3 and 4.10.4, and to meet the goals in Section 4.10.10. Outreach and education consists of the following, but not limited to:
 - 4.10.5.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
 - 4.10.5.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
 - 4.10.5.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.6. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.7. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 4.10.1.
 - 4.10.7.1. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
 - 4.10.7.2. The contractor will be responsible for purchasing the media in their local area.
- 4.10.8. Ensure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 4.10.9. Complying with procedures for reporting requirements defined by DHHS.
- 4.10.10. Performance Measures: The Contractor will be required to meet or exceed the performance measures described below:



Exhibit A Amendment #1

Performance Measure	How it will be measured
Performance Measure 1: Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D by eight (8) percent of the total number enrolled in these programs as of September 29, 2014	Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 15th of each month.
Performance Measure 2: Implementation of Promotional activities for Medicare's Wellness and Preventive Screening Services	Work plan and MIPPA monthly Outreach Activities and Enrollment and SHIP reports, (client contacts/public and media activities).
Performance Measure 3: Effectively advertise, promote, and conduct an educational outreach and/or enrollment event activities at least 1-2 times per month.	Work plan and MIPPA monthly report and SHIP reports to DHHS.
Performance Measure 4: Demonstrate partnership and evaluate effectiveness and lessons learned	Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in SHIP Mid-Term and annual Performance Grant application to DHHS

4.11. State Health Insurance Program Trainer

4.11.1. Contractor shall provide training and supports to all of the Department's New Hampshire ServiceLink contractors who provide State Health Insurance Program scope of work. The contractor shall develop a detailed training plan for review and approval to the Department by June 15 of each year, which shall address at minimum, but not be limited to providing training related to the State Health Insurance Program statewide to include the following topics:

- 4.11.1.1. Medicare enrollment and eligibility
- 4.11.1.2. Medicare Parts A,B,C, and D benefits and coverage
- 4.11.1.3. Medigap standard plans cost and coverage options
- 4.11.1.4. Long term care insurance
- 4.11.1.5. Medicare Savings Programs
- 4.11.1.6. Employer coverage versus Medicare coverage
- 4.11.1.7. Tricare and Medicare
- 4.11.1.8. Medicaid spend down and its effect on Medicare coverage
- 4.11.1.9. Fraud and abuse, how and where to report it
- 4.11.1.10. Specific claims and billing issues.

4.11.2. The Contractor will:

- 4.11.2.1. Assist with statewide annual Medicare-related training events;
- 4.11.2.2. Coordinate and further develop the ServiceLink contractors' SHIP training tools;
- 4.11.2.3. Develop and oversee the administration of the SHIP Online Certification tool for the ServiceLink contractors' SHIP Coordinators, new trainees, staff, and volunteers;
- 4.11.2.4. Provide subject matter expertise regarding Medicare related topics by attending pertinent national conferences and trainings and working in partnership with the Department's SHIP Program Director and all ServiceLink contractors;
- 4.11.2.5. Work in partnership with the Department's SHIP Program Director and the ServiceLink contractors' SHIP and SMP programs to coordinate and streamline training and certification activities that blend and/or braid SHIP and SMP;
- 4.11.2.6. Assure that the SHIP program training guides are current and will update them in response to SHIP policy changes. The Contractor will develop new materials in response to CMS policy releases;
- 4.11.2.7. Develop and update program information sheets for the ServiceLink contractors' SHIP counselors and Medicare beneficiaries and make these available to the



Exhibit A Amendment #1

- ServiceLink contractors' SHIP counselors for their use in working with beneficiaries;
- 4.11.2.8. Work with the Department's SHIP Program Director to develop job descriptions for ServiceLink Contractors' SHIP staff as part of a working informational base for volunteers and to allow supervisors to take responsibility in assuring that ServiceLink contractors' SHIP staffs are adequately trained to perform their job responsibilities;
 - 4.11.2.9. Provide training guides for all ServiceLink contractors' SHIP program specialists and program counselors;
 - 4.11.2.10. Manage the process for certifying ServiceLink contractors' SHIP staff as counselors, including certification exams, with the desired outcome of certification for all SHIP staff with all ServiceLink contractors according to CMS certification standards;
 - 4.11.2.11. Communicate at least monthly with ServiceLink contractors' Center Managers to assess training needs, both ongoing and for newly hired staff;
 - 4.11.2.12. Attend training sessions throughout the year to keep current on program changes, updates, and best practices, and as directed by the Department;
 - 4.11.2.13. Review how beneficiary issues related to Medicare were handled by ServiceLink contractors' SHIP staff to assess their current knowledge level and adapt trainings and workshops accordingly;

5. Operational Functions

The contractor must adhere to the following operational requirements, standards of practice, approaches, and methods of service delivery. The contractor will:

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.
- 5.2. Occupy office space that is distinct from any other service provider or program operated by the contractor.
- 5.3. Local phone numbers for each ServiceLink Contractor
- 5.4. The ServiceLink Contractor will be responsible for having three to four phone numbers/lines and fax line for clients to access services for the geographic area they serve. The Contractor shall work with DHHS to ensure consistent phone numbers are available to the public, and where necessary shall assume responsibility for existing phone numbers.
- 5.5. It is expected of the contractor to have the first phone number/line to route from the ServiceLink programs national toll free number. It is expected that the contractor's phone service and equipment be compatible with the State's VOIP system.
- 5.6. The contractor is responsible for all costs associated with establishing and operating the phone and fax lines, including necessary equipment.
- 5.7. Phone systems must allow for individual voicemail for each staff person. One main phone line (Line #1) must also be configured to route from the ServiceLink contractor's national toll free ServiceLink Resource Centers Program number. Please address how the toll free number will work since it was not included in the RFP
- 5.8. Operate the ServiceLink Resource Centers Program within its fiscal sponsor's agency, personnel and human resource policies and procedures. Contractors are required to review their policies and procedures to assure the ServiceLink Resource Centers Program operational and program requirements are met.
- 5.9. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink contractor's site. Sufficient is defined as: Enough space to conduct private and confidential interviews and meetings with at least three (3) individuals in the room in order to meet their job duties while at a ServiceLink contractor's office.



Exhibit A Amendment #1

- 5.10. Provide sufficient (as defined in 5.9 above) space and supplies to outside team members including but not limited to the Division of Client Services (DCS) staff and the Office of Veterans Services at a minimum of two to three business days per week for financial screenings, interviews, and consultations at local ServiceLink contractors sites.
- 5.11. Adhere to the following operational and facilities management requirements:
- 5.12. Staff hours shall be arranged to provide a minimum of 40 hours of operation per week, which includes availability by appointment on the weekend and evening coverage. Publish schedule of hours throughout the geographic area;
- 5.13. Provide satellite offices or other forms of consumer accessibility. The location of the ServiceLink contractor's main office and any satellite offices that exist shall be in an easy and accessible location so that it is centrally located to the clients in the geographic area that you will serve. Accessibility may be demonstrated in a variety of ways such as proximity to main roads, population centers, businesses, shopping areas, health care sites, and the availability of public transportation;
- 5.14. Operate primary sites and other forms of access for consumers in buildings and facilities that are barrier free;
- 5.15. Meet all state and local rules and ordinances related to health, fire and life safety codes;
- 5.16. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, and medical and other emergencies and disasters; and
- 5.17. Agree to have a ServiceLink Resource Centers Program sign visible outside the building in which the ServiceLink contractor's site(s) are located.

6. Quality Assurance and Continuous Quality Improvement

- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.
- 6.5. Information Technology and Management Information Systems
 - 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors.
Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
 - 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
 - Microsoft Windows 7 64 bit;



Exhibit A Amendment #1

- Microsoft Internet Explorer version 8.0;
 - Documents, spreadsheets and presentation that are compatible with Microsoft Office 2000 and above through 2010;
 - Network Associates - McAfee Virus Scan version 8.8; and
 - Broadband or DSL internet access
- 6.5.3. The Department's current hardware standards are as follows:
- Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
 - High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
 - The State standard is Windows 7, Office 2010 and Internet Explorer 9
- 6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.
- 6.6. Continuous Improvement
- 6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.
- 6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.
7. Performance Tracking and Reporting
- 7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:
1. Number of individuals served
 2. Number of repeat visits by individuals
 3. Type of information/referral given to individuals
 4. Type of follow up performed
 5. Frequency of follow ups
 6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
 7. The number of individuals diverted from nursing home/institutional settings;
 8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).
- 7.2. Minimum Reporting Requirements:
The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

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[Handwritten Date: 3/26/15]



Exhibit A Amendment #1

Program Reporting Data Requirement	Data Source
Program Requirements	
Adherence to all minimum program and operational requirements	Contract review assessment tool, site visits
Information, Referral, and Assistance and Awareness	
Number of customer satisfaction surveys sent annually	Customized Report
Number of staff who have received training related to cultural competency	Customized Report
Number of community outreach and educational events staff participated in annually	Customized Report
Number of AIRS certified staff	Customized Report
Number of contacts annually	Refer7
Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights.	Refer 7 reports, Contract review, New Heights reports
Number of home visits annually	Refer7
Number of follow ups performed annually	Refer7
Number of contact and client types by type and % as defined by BEAS	Refer7
Number of referrals made for services not provided annually	Refer7
Number of 'unmet need' provisions documented annually	Refer7
Options Counseling (OC) and Person Centered Transition Support:	
ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards.	Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and consumer satisfaction surveys, customized reports, and Refer7.
All staff who provide Options Counseling are Nationally Certified	
% Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.	
% Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified	
% Of persons to have had the opportunity to self-direct their services and supports	
% Of individuals who report they have made optimal use of their own private resources and their informal support system	
Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.	Refer 7
Number of Options Counseling assessments conducted annually	Refer 7
Number of developed action plans annually	Refer 7
A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.	Copies of agreements
Number of individuals receiving eligibility coordination annually	Refer 7
Number of screenings for public programs performed	Refer7



Exhibit A Amendment #1

Program Reporting Data Requirement	Data Source
Number of Medicaid appointments scheduled by the ServiceLink contractor	New Heights
NH Family Caregiver Support Program:	
Number of staff trained in Powerful Tools for Caregivers curriculum	Customized Report
Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)	Customized Report
Number of other caregiver specific training sessions conducted annually	Customized Report
Number of community outreach/information sessions conducted annually	Customized Report
Number of individuals who received Title III-E respite services annually	Customized Report, Refer7
Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually	Customized Report
Average number of attendees at support group meetings	Customized Report
Number of family caregivers who receive I&R (access assistance) annually	Refer7
Number of one-on-one counseling sessions	Refer7
Number of in-person Options Counseling assessments of the family caregiver needs completed annually	Refer7
State Health Insurance Assistance Program (SHIP):	
Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determines future grant funding based on the following elements:	
Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.	Customized Report/Refer 7
Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area	Customized Report/Refer7
Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area	Customized Report/Refer7
Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.	Refer 7
Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region.	Refer 7
Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.	Refer 7
Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.	Refer 7



Exhibit A Amendment #1

Program Reporting Data Requirement	Data Source
Senior Medicare Patrol Program and Capacity Building programs	
Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).	Customized Report based on federal template
Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances.	Workplan
Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.	SMART FACTS

8. Staffing

8.1. Standards

Contractor shall be required staff to follow the National Social Work standards as follows:

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
 - 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
 - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
 - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;
 - 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
 - 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.

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 3/26/15



Exhibit A Amendment #1

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- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management
Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
 - Obtain training and certification in Options Counseling within 6 months of hire
 - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness
The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.
- 8.2.2.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
 - Obtain certification as a State Health Insurance Assistance Program (SHIP)
 - Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.
- 8.2.3. Options Counseling and Person Centered Transition Support
This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.
- 8.2.3.1. Required Certification:
- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
 - Obtain training and certification in Options Counseling within 6 months of hire.
 - Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor
- 8.2.4. Options Counseling: Caregiver Specialist
Provide person centered needs assessments, options counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:
- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
 - Offer education, support, advocacy and follow-up.



Exhibit A Amendment #1

- Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- Data collection, reporting.

8.2.4.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire.
- Trained/Licensed in Powerful Tools for Caregivers curriculum
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

8.2.5. State Health Insurance Assistance Program (SHIP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's goals and performance measures for their County/Region

8.2.5.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

8.2.6. Senior Medicare Patrol Program (SMP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

8.2.6.1. Required Certification

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain certification as a SHIP and SMP Counselor, within 6 months of hire

9. Work Plan

Within thirty (30) days of the effective date of the contract, Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the. DHHS will monitor this contract via this work plan and performance measures defined in the contract.

During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the contractor to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

9.1. Updated Workplan: Within thirty (30) days of the effective date of any amendment to the agreement, the contractor shall submit a revised workplan to DHHS.



Exhibit A Amendment #1

10. Cultural Considerations:

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of Amendment #3 to the Agreement.

11. Privacy and Security of Client Information

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

12. E-Studio

Contractors shall be required to use DHHS' E-Studio electronic information system. E-Studio is DHHS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Use consistent spelling. Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from DHHS can be shared with the necessary agency staff. There is no cost to the organization for DHHS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

13. Contract Monitoring

13.1. The Contractor shall:

13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.3. Ensure the Department is provided with access that includes but is not limited to:

13.3.1. Data

13.3.2. Financial records

13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.3.5. Scheduled phone access to Contractor principals and staff



Exhibit B - Amendment #3

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, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #	Federal Agency	Grant Description
93.778		Medicaid Grants
93.667	Administration for Children & Families	Social Services Block Grant
93.052	Administration for Community Living	Family Caregiver Support Title III E
93.517	Administration for Community Living	Aging and Disability Resource Center Options Counseling Enhancement Program
93.324	Administration for Community Living	State Health Insurance Assistance Program
93.048	Administration for Community Living	Senior Medicare Patrol Project
93.071	Administration for Community Living	CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA)

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.
3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

Grant	State Account Number
NH State General Funds	05-95-48-481010-95650000-102-500731
Social Services Block Grant	05-95-48-481010-92550000-545-500387
Medicaid	05-95-48-481510-61800000-550-500398
Aging and Disability Resource Center Options Counseling Enhancement Program	05-95-48-481010-78720000-072-500575
Family Caregiver Support Title III E	05-95-48-481010-78720000-570-500928
Senior Medicare Patrol Project	05-95-48-481010-33170000-102-500731
State Health Insurance Assistance Program	05-95-48-481010-89250000-102-500731
CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA)	05-95-48-481010-88880000-102-500731

Contractor Initials: R-R
 Date: 3/29/15



Exhibit B - Amendment #3

4. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street, Brown Building
Concord, NH 03301

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibits B-12, Exhibit B-13 Amendment #2, Exhibit B-14 Amendment #2, Exhibit B-15 Amendment #2, Exhibit B-16 Amendment #2, and Exhibit B-17. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.
- 5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-18 and Exhibit B-19 and in accordance with the Department approved individual program budgets.
- 5.2. The Contractor will provide invoices on Department supplied forms.
- 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:
- 7.1. NH State General Funds SFY14: 47% SFY15: 49%
- 7.2. Social Services Block Grant SFY14: 15% SFY15: 14%
- 7.3. Medicaid SFY14: 38% SFY15: 37%
8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:
- 8.1. Medicaid SFY14: 64% SFY15: 88%
- 8.2. ADRC Grant SFY14: 36% SFY15: 12%
9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-12, Exhibit B-13 Amendment #2, Exhibit B-14 Amendment #2, Exhibit B-15 Amendment #2, Exhibit B-16 Amendment #2, Exhibit B-17, Exhibit B-18, and Exhibit B-19, Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total



Exhibit B - Amendment #3

costs of the programs less the state's share. Contractors shall report on a monthly basis the total cost of the program for the month, the amount requested to be paid by the state and the source of funds and amount for the contractor's share.

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 4.9.1 of Exhibit A, Amendment #1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Sections 4.9.2 through 4.9.8 of Exhibit A, of Amendment #1, without funding from the Department.

Line Item	Total Project Cost		Contractor Share / Match		Requested Budget to be Funded by DHS Contract Share	
	Direct Instrumental	Total	Direct Instrumental	Total	Direct Instrumental	Total
1. Total Salary/Wages	\$ 40,052.00	\$ 40,052.00	\$ -	\$ -	\$ 40,052.00	\$ 40,052.00
2. Employee Benefits	\$ 11,669.00	\$ 11,669.00	\$ -	\$ -	\$ 11,669.00	\$ 11,669.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,680.85	\$ 3,680.85	\$ -	\$ -	\$ 3,680.85	\$ 3,680.85
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audi and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 56,401.85	\$ 56,401.85	\$ -	\$ -	\$ 56,401.85	\$ 56,401.85

Indirect As A Percent of Direct 0.0% 0.0% #DIV/0!

Contractor Initials: *R-A*
Date: *3/26/15*

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

Bidder/Program Name: Community Action Program Belknap and Merrimack Counties, Inc.

Budget Request for: Medicare Improvements for Patients and Providers Act (MIPAA)
 (Name of Program)

Budget Period: 10/1/14-9/30/15

Line Item	Total Program Cost			Contractor Share / Match			Requested Budget to be Funded by DHS Contract Share		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	\$ 4,287.00	\$ -	\$ 4,287.00	\$ -	\$ -	\$ -	\$ 4,287.00	\$ -	\$ 4,287.00
2. Employee Benefits	\$ 703.00	\$ -	\$ 703.00	\$ -	\$ -	\$ -	\$ 703.00	\$ -	\$ 703.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 13,042.00	\$ -	\$ 13,042.00	\$ -	\$ -	\$ -	\$ 13,042.00	\$ -	\$ 13,042.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 19,042.00	\$ -	\$ 19,042.00	\$ -	\$ -	\$ -	\$ 19,042.00	\$ -	\$ 19,042.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials: *PS*
 Date: *3/2/15*

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

Contractor Name: Community Action Program Belknap and Merrimack Counties, Inc.
 Program Name: ServicesLink Resource Center

Budget Period: 7/1/15 - 6/30/16

Line Item	Total Program Cost		Contractor Work / Month		Incremental Budget to be Provided by MHS Contract Month	
	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Salary/Wages	\$ 219,214	1.500	\$ 220,714	3.851	\$ 215,363	1.500
2. Employee Benefits	\$ 59,168	360	\$ 59,528	1,149	\$ 59,019	360
3. Consultants	\$ 500	-	\$ 500	-	\$ 500	-
4. Equipment:						
Rentals						
Repair and Maintenance						
Purchase/Depreciation						
5. Supplies:						
Educational	\$ 1,000	-	\$ 1,000	-	\$ 1,000	-
Lab						
Pharmacy						
Medical						
Office						
Travel	\$ 2,328	80	\$ 2,408	-	\$ 2,328	80
6. Travel	\$ 3,850	3,850	\$ 3,850	-	\$ 3,850	3,850
7. Occupancy	\$ 15,340	9,660	\$ 25,000	-	\$ 15,340	9,660
8. Current Expenses						
Postage	\$ 3,500	30	\$ 3,500	-	\$ 3,500	30
Telephone	\$ 2,070	2,070	\$ 2,070	-	\$ 2,070	2,070
Subscriptions						
Audit and Legal	\$ 300	300	\$ 300	-	\$ 300	300
Insurance	\$ 550	550	\$ 550	-	\$ 550	550
Board Expenses						
9. Software/Communications						
Marketing/Communications	\$ 2,000	2,000	\$ 2,000	-	\$ 2,000	2,000
Staff Education and Training	\$ 2,900	2,900	\$ 2,900	-	\$ 2,900	2,900
11. Staff Education and Training						
12. Subcontractor/Agreements						
13. Other (Specify details mandatory)						
Printing	\$ 2,085	35	\$ 2,100	-	\$ 2,085	35
	\$ 1,000	1,000	\$ 1,000	-	\$ 1,000	1,000
TOTAL	\$ 315,035	12.515	\$ 327,550	5,000	\$ 310,035	12.515
Indirect As A Percent of Direct		4.0%				4.0%
						0.0%

Contractor Initials: *AS*
 Date: *3/20/15*

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

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

Program Name: ServiceLink Resource Center

Budget Period: 7/1/16 - 6/30/16

Line Item	Direct Incremental		Total Program Cost		Direct Incremental		Contractor Share / Month		Direct Incremental		Requested Budget to be Funded by DRFB Contract Share	
	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD	YTD
1. Total Salary/Wages	\$ 54,874	\$ 375	\$ 55,349	\$ 962	\$ 56,311	\$ 375	\$ 54,012	\$ 962	\$ 54,012	\$ 375	\$ 54,387	\$ 962
2. Employee Benefits	\$ 14,819	\$ 90	\$ 14,909	\$ 288	\$ 15,197	\$ 90	\$ 14,531	\$ 288	\$ 14,531	\$ 90	\$ 14,921	\$ 288
3. Consultants	\$ 125	\$ -	\$ 125	\$ -	\$ 125	\$ -	\$ 125	\$ -	\$ 125	\$ -	\$ 125	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 510	\$ 80	\$ 590	\$ -	\$ 590	\$ -	\$ 510	\$ -	\$ 510	\$ 80	\$ 590	\$ -
14. Travel	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -
15. Occupancy	\$ 3,875	\$ 2,375	\$ 6,250	\$ -	\$ 6,250	\$ -	\$ 3,875	\$ -	\$ 3,875	\$ 2,375	\$ 6,250	\$ -
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 875	\$ -	\$ 875	\$ -	\$ 875	\$ -	\$ 875	\$ -	\$ 875	\$ -	\$ 875	\$ -
18. Postage	\$ 506	\$ 19	\$ 525	\$ -	\$ 525	\$ -	\$ 506	\$ -	\$ 506	\$ 19	\$ 525	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ 75	\$ -	\$ 75	\$ -	\$ 75	\$ -	\$ 75	\$ -	\$ 75	\$ -	\$ 75	\$ -
21. Insurance	\$ -	\$ 140	\$ 140	\$ -	\$ 140	\$ -	\$ -	\$ -	\$ -	\$ 140	\$ 140	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -
25. Staff Education and Training	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -	\$ 525	\$ -
26. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28. Printing	\$ 465	\$ 35	\$ 500	\$ -	\$ 500	\$ -	\$ 465	\$ -	\$ 465	\$ 35	\$ 500	\$ -
29. Other	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 250	\$ -
30. TOTAL	\$ 78,774	\$ 3,114	\$ 81,888	\$ 1,250	\$ 83,138	\$ 1,250	\$ 77,524	\$ 1,250	\$ 77,524	\$ 3,114	\$ 80,638	\$ 1,250
Indirect As A Percent of Direct												4.0%

Contractor Initials: *AS*
Date: *3/20/15*



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

DS
3/26/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to extend the completion date of the contract for up to fifteen months to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$5,000,000;

Re
4/9/15



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

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

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

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

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

Exhibit G

Contractor Initials

 R-E

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

Date

 3/26/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

3/26/2015
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G

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

Contractor Initials

A-9

Date

3/26/15



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.

AG

3/20/15



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

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3/26/15



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

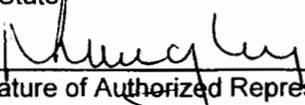
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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

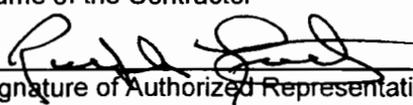


Exhibit I

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

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

 The State

 Signature of Authorized Representative
 D Langley
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 4/3/15
 Date

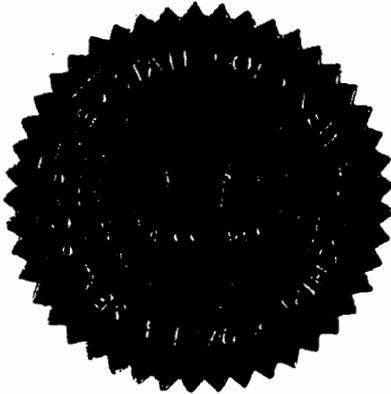
Community Action Program
 Belknap-Merrimack Counties, Inc.
 Name of the Contractor

 Signature of Authorized Representative
 Ralph Littlefield
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 3/26/2015
 Date

3.2.5.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2014

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

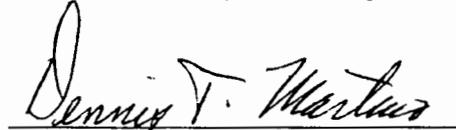
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 9/30/2016 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

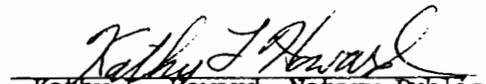
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 26th day of March, 2015.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 26th day of March, 2015, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


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

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

3/26/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Action Program Belknap and Merrimack Counties, Inc. Contract

This 2nd Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment #2") dated this 1st day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013, and amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the Department is adding scope of services to be performed.

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

- 1) Amendment and modification of P-37 "Agreement";
 - a. Change Price Limitation in Block 1.8 of the P-37 to read \$516,527.
- 2) Amendment and modification of Exhibit A-1.
 - a. Adding Section 2
 - b. Adding Section 3
- 3) Amendment and modification of Exhibit B:
 - a. Deleting and Replacing with Exhibit B Amendment #2
- 4) Adding Exhibits B-13, B-14, B-15 and B-16.



Scope of Services

2. The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities.
 - 2.1. Develop and implement a VDHCBS program to provide the services described in paragraph 2.2, in the following ways:
 - 2.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the Agreement, the contractor shall be responsible for service coordination in paragraph 2.2.
 - 2.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
 - 2.1.3. Establish a budget for the costs to develop and implement the program. The Department provides funding for the development and implementation limited to the following:
 - 2.1.3.1. Staff development and training: This includes costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
 - 2.1.3.2. Travel costs associated with capacity building: Staff mileage to training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, and development and implementation of the advisory committee.
 - 2.1.3.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
 - 2.1.3.4. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in paragraph 2.2).
 - 2.1.4. Provide or contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
 - 2.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
 - 2.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors have been trained to provide initial start-up and collaborative support for the program.
 - 2.1.7. Within ninety (90) days from the effective date of the contract, the contractor will complete a Program orientation and participate in a readiness review by the Department, in accordance with the Program/Policy Guide. Reviews will be conducted by monthly face to face meetings, conference calls and webinars.

R.G.
5/5/14



- 2.2. Have the program infrastructure in place within ninety (90) days from the effective date of the contract and is actively providing options counseling and assisting Veterans in arranging consumer directed services by:
- 2.2.1. Maintain the provider agreement in paragraph 1.2 and the contractor shall be responsible for service coordination for the Veteran by:
- 2.2.1.1. Accept referrals of eligible Veterans from at least one of the VAMC in paragraph 2.1. The Veterans Administration is responsible for determining the eligibility of Veterans for the program and for authorizing a budget to buy long term supports and services for the Veteran. The Veterans Administration will refer eligible Veterans with an authorized flexible service budget to the contractor.
- 2.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plans of care with types of services to the VAMC for approval before the Veteran receives services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.
- 2.2.1.3. Provide or maintain the contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
- 2.2.1.4. Seek reimbursements for service coordination through the VAMC. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
- 2.2.2. Assure the following:
- 2.2.2.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
- 2.2.2.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
- 2.2.2.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
- 2.2.2.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
- 2.2.3. Comply with procedures for reporting requirements defined by DHHS.
- 2.2.4. Provide this service to individuals located in the cities and towns in the geographic area of Merrimack County.
- 2.2.5. Enter contact data into the Refer 7 data base to increase the amount of resources available within a geographic area in Section 2.2.4 to serve Veterans.
- 2.2.6. Assure that documentation required by both the Department and the VAMC is kept current and submitted according to the program and policy guide.
- 2.3. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending monthly meetings, trainings, and conference calls.



3. The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA) services as follows:
 - 3.1. Provide MIPPA services to assist Medicare beneficiaries to:
 - 3.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
 - 3.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
 - 3.2. Promote the Medicare programs described in Section 3.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
 - 3.2.1. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
 - 3.2.2. Complete an analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.
 - 3.2.3. Assess current and past partnerships with other agencies and community services.
 - 3.3. The Department will review the contractor's results of the assessment and analysis described in Section 3.2 and will determine the best outreach approaches, target population and geographic area for the contractor to conduct outreach, education and assistance to meet the goals in Section 3.7 Performance Measures. Outreach and education consists of the following, but not limited to:
 - 3.3.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
 - 3.3.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
 - 3.3.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 3.1
 - 3.3.4. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives.

RQ
5/6/14



The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 3.1.

- 3.3.5. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 3.1.
- 3.3.6. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
- 3.3.7. The contractor will be responsible for purchasing the media in their local area.
- 3.4. Insure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 3.5. Complying with procedures for reporting requirements defined by DHHS.
- 3.6. Provide service to individuals located in the cities and towns in the geographic area of Merrimack County.
- 3.7. Performance Measures :

The Contractor will be required to meet or exceed the performance measures described below:

Performance Measure	How it will be measured
Performance Measure 1: Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D: Merrimack County: 121	Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.
Performance Measure 2: Implementation of Medicare Preventive Services Promotion activities.	Work plan and MIPPA monthly Outreach Activities and Enrollment and SHIP reports, (client contacts/public and media activities).
Performance Measure 3: Effectively advertise, promote, and conduct an educational outreach and/or enrollment event activity at least 1-2 times per month.	Work plan and MIPPA monthly report and SHIP reports to DHHS.
Performance Measure 4: Demonstrate partnership and incentive programs and evaluate effectiveness and lessons learned	Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in CMS SHIP Mid-Term and annual Performance Grant application to DHHS



Exhibit B Amendment #2

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 for the services provided by the Contractor pursuant to Exhibit A and Exhibit A-1 Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

Grant #	CFDA #	Federal Agency	Grant Description
	93.778		Medicaid Grants
G-1301NHSOSR	93.667	Admin for Children & Families	Social Services Block Grant
14AANHT3FC	93.052	Admin for Community Living	NH Family Caregiver Support Title III E
90RO0028	93.517	Admin for Community Living	NH ADRC Options Counseling Enhancement Program
1NOCMS020220	93.779	Centers for Medicare & Medicaid Services	State Health Ins Assistance Program
90MP0176	93.048	Admin for Community Living	Senior Medicare Patrol Project
13AANHMAAA, 13AANHMANDR, IX0CMS331283	93.071	Admin for Community Living & Centers for Medicare & Medicaid Services	CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA)

3. Account Numbers in P-37 Box 1.6

Grant	State Account Number
NH State General Funds	05-95-48-481010-95650000-102-500731
Social Services Block Grant	05-95-48-481010-92550000-545-500387
Medicaid	05-95-48-481510-61800000-550-500398
NH ADRC Options Counseling Enhancement Program	05-95-48-481010-78720000-072-500575
NH Family Caregiver Support Title III E	05-95-48-481010-78720000-570-500928
Senior Medicare Patrol Project	05-95-48-481010-33170000-102-500731
State Health Insurance Assistance Program	05-95-48-481010-89250000-102-500731
CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA)	05-95-48-481010-88880000-102-500731

4. Payment for said services shall be made as follows:
 The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Department will supply the invoice template to the contractor; format of the invoice template will be similar to that of the contractor's approved budget (s). The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
 Financial Manager
 Bureau of Elderly and Adult Services
 Department of Health and Human Services
 129 Pleasant Street, Brown Building
 Concord, NH 03301

Contractor Initials: *ADG*
 Date: *5/5/14*



Exhibit B Amendment #2

5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 – B16. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:
 - 7.1. NH State General Funds SFY14: 47% SFY15: 49%
 - 7.2. Social Services Block Grant SFY14: 15% SFY15: 14%
 - 7.3. Medicaid SFY14: 38% SFY15: 37%
8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:
 - 8.1. Medicaid SFY14: 64% SFY15: 88%
 - 8.2. ADRC Grant SFY14: 36% SFY15: 12%
9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-16 Budgets, to adjust amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total costs of the programs less the state's share. Contractors shall report on a monthly basis the total cost of the program for the month, the amount requested to be paid by the state and the source of funds and amount for the contractor's share.
12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by DHHS.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to DHHS upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. The Medicare Improvements for Patients and Providers Act (MIPPA): The funding is from the effective date of Amendment #1 to September 29, 2014.

[Handwritten Signature]
5/2/14



Exhibit B Amendment #2

16. Veterans Directed Home and Community Based Program: The funding is from the effective Date of Amendment #2 through June 30, 2015 for the purposes of developing and implementing the program as defined in Section 2.1 and 2.3 of Exhibit A-1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 2.2 of Exhibit A-1, without funding from the Department.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Action Program Belknap Merrimack Counties, Inc. Contract**

This 1st Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5th day of February 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS the Department is adding scope of services to be performed.

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

- 1) Amendment and modification of P-37 "Agreement";
 - a. Change Price Limitation in Block 1.8 of the P-37 to read \$486,527.

- 2) Amendment and modification of Exhibit A
 - a. Add Section 4.6.12 under Section 4 of the New Hampshire Family Caregiver Program
4.6.12 The ServiceLink Contractor shall coordinate at least one Powerful Tools for Caregivers Workshop series per State Fiscal Year, with a minimum of ten (10) caregivers completing the workshop series.

- 3) Adding Exhibit A-1.

- 4) Amendment and modification of Exhibit B:
 - a. Deleting Exhibit B and replacing with Exhibit B Amendment #1.

- 5) Adding Exhibits B-11 through B-12.

New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Program



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

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

State of New Hampshire
Department of Health and Human Services

2/10/14
Date
Name
Title

[Signature]

Community Action Program Belknap and Merrimack
Counties, Inc.

February 10, 2014
Date

[Signature]
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 2/10/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
James W. Sudak, Justice of the Peace
Name and Title of Notary or Justice of the Peace

JAMES W. SUDAK, Justice of the Peace
My Commission Expires February 2, 2016

New Hampshire Department of Health and Human Services
New Hampshire ServiceLink Program



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

OFFICE OF THE ATTORNEY GENERAL

2-10-14
Date Name: _____

Resenta Fed
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date Name: _____

Title: _____



Scope of Services

1. State Health Insurance Program Trainer
 - 1.1. Contractor shall provide training and supports to all of the Department's New Hampshire ServiceLink contractors' who provide State Health Insurance Program scope of work. The contractor shall develop a detailed training plan for review and approval to the Department, which shall address at minimum, but not be limited to:
 - 1.1.1. providing training related to the State Health Insurance Program statewide to include the following:
 - 1.1.1.1. Medicare enrollment and eligibility
 - 1.1.1.2. Medicare Parts A,B,C, and D benefits and coverage
 - 1.1.1.3. Medigap standard plans cost and coverage options
 - 1.1.1.4. Long term care insurance
 - 1.1.1.5. Medicare Savings Programs
 - 1.1.1.6. Employer coverage versus Medicare coverage
 - 1.1.1.7. Tricare and Medicare
 - 1.1.1.8. Medicaid spend down and its effect on Medicare coverage
 - 1.1.1.9. Fraud and abuse, how and where to report it
 - 1.1.1.10. Specific claims and billing issues.
 - 1.2. Assist with statewide annual Medicare-related training events.
 - 1.3. Coordinate and further develop the ServiceLink contractors' SHIP training tools.
 - 1.4. Develop and oversee the administration of the SHIP Online Certification tool for the ServiceLink contractors' SHIP Coordinators, new trainees, staff, and volunteers.
 - 1.5. Provide subject matter expertise regarding Medicare related topics by attending pertinent national conferences and trainings and working in partnership with the Department's SHIP Program Director and all ServiceLink contractors.
 - 1.6. Work in partnership with the Department's SHIP Program Director and the ServiceLink contractors' SHIP and SMP programs to coordinate and streamline training and certification activities that blend and/or braid SHIP and SMP.
 - 1.7. The Contractor will assure that the SHIP program training guides are current and will update them in response to SHIP policy changes. The Contractor will develop new materials in response to CMS policy releases.
 - 1.8. The Contractor will develop and update program information sheets for the ServiceLink contractors' SHIP counselors and Medicare beneficiaries and make these available to the ServiceLink contractors' SHIP counselors for their use in working with beneficiaries.
 - 1.9. The Contractor will work with the Department's SHIP Program Director to develop job descriptions for ServiceLink Contractors' SHIP staff as part of a working informational base for volunteers and to allow supervisors to take responsibility in assuring that ServiceLink contractors' SHIP staffs are adequately trained to perform their job responsibilities.
 - 1.10. The Contractor will provide training guides for all ServiceLink contractors' SHIP program specialists and program counselors.
 - 1.11. The Contractor will manage the process for certifying ServiceLink contractors' SHIP staff as counselors, including certification exams, with the desired outcome of certification for all SHIP staff with all ServiceLink contractors according to CMS certification standards.
 - 1.12. The Contractor will communicate regularly with ServiceLink contractors' Center Managers to assess training needs, both ongoing and for newly hired staff.
 - 1.13. The Contractor will attend training sessions throughout the year to keep current on program changes, updates, and best practices.
 - 1.14. The Contractor will review how beneficiary issues related to Medicare were handled by ServiceLink contractors' SHIP staff to assess their current knowledge level and adapt trainings and workshops accordingly.



Exhibit B Amendment #1

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 for the services provided by the Contractor pursuant to Exhibit A and Exhibit A-1 Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

Grant #	CFDA #	Federal Agency	Grant Description
	93.778		Medicaid Grants
G-1301NHSOSR	93.667	Admin for Children & Families	Social Services Block Grant
14AANHT3FC	93.052	Admin for Community Living	NH Family Caregiver Support Title III E
90RO0028	93.517	Admin for Community Living	NH ADRC Options Counseling Enhancement Program
1N0CMS020220	93.779	Centers for Medicare & Medicaid Services	State Health Ins Assistance Program
90MP0176	93.048	Admin for Community Living	Senior Medicare Patrol Project

3. Account Numbers in P-37 Box 1.6

Grant	State Account Number
NH State General Funds	05-95-48-481010-95650000-102-500731
Social Services Block Grant	05-95-48-481010-92550000-545-500387
Medicaid	05-95-48-481510-61800000-550-500398
NH ADRC Options Counseling Enhancement Program	05-95-48-481010-78720000-072-500575
NH Family Caregiver Support Title III E	05-95-48-481010-78720000-570-500928
Senior Medicare Patrol Project	05-95-48-481010-33170000-102-500731
State Health Insurance Assistance Program	05-95-48-481010-89250000-102-500731

4. Payment for said services shall be made as follows:
 The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Department will supply the invoice template to the contractor; format of the invoice template will be similar to that of the contractor's approved budget (s). The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
 Financial Manager
 Bureau of Elderly and Adult Services
 Department of Health and Human Services
 129 Pleasant Street, Brown Building
 Concord, NH 03301

5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 – B12. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.



Exhibit B Amendment #1

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:
 - 7.1. NH State General Funds SFY14: 47% SFY15: 49%
 - 7.2. Social Services Block Grant SFY14: 15% SFY15: 14%
 - 7.3. Medicaid SFY14: 38% SFY15: 37%
8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:
 - 8.1. Medicaid SFY14: 64% SFY15: 88%
 - 8.2. ADRC Grant SFY14: 36% SFY15: 12%
9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-12 Budgets, to adjust amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total costs of the programs less the state's share. Contractors shall report on a monthly basis the total cost of the program for the month, the amount requested to be paid by the state and the source of funds and amount for the contractor's share.
12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by DHHS.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to DHHS upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

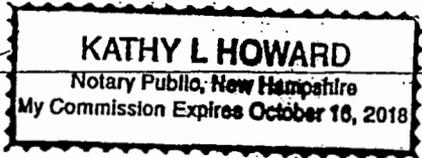
Subject: New Hampshire ServiceLink Resource Centers Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Humans Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc.		1.4 Contractor Address PO Box 1016 2 Industrial Park Drive Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number See Exhibit B	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$478,594.
1.9 Contracting Officer for State Agency <i>Mary Magguncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Ralph Littlefield</i>		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12/4/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Kathy L Howard</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature <i>Sheri L Rockburn</i>		1.15 Name and Title of State Agency Signatory <i>Sheri L Rockburn Acting Associate Commissioner</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) By: <i>Rosemary Viot</i> On: <i>12-4-13</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.7 if in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire, or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:
Date: 12/4/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the New Hampshire ServiceLink Contractors.

The Contractors shall serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and function as a single point of entry for access to Medicaid long-term support programs and benefits.

The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service single access point for individuals to inquire about community long term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options wherever they enter the system.

1.1. Definitions

Alliance of Information and Referral Standards: A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals

Local Contact Agency: State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, provide timely information about choices of services and supports in the community, and collaborate with nursing facility.

Long Term Services and Supports (LTSS): These are home and community-based services provided to individuals to support their level of independence in the home and community.

New Heights: New Hampshire's eligibility management system.

NH EASY: New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online.

Person Centered: Person-centered describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each person's values, experiences, and knowledge drive the creation of an individualized plan as well as the delivery of services.

Person centered transition support Major Pathways: The pathways that people travel while transitioning from one service setting to another or from one public program payer to another. These pathways can include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skill nursing facility to other settings. The pathways also represent critical junctures where decisions



Exhibit A

are made- usually in a time of crisis – that often determines whether a person is permanently institutionalized or transitioned back to their home.

Refer7: The State of New Hampshire (DHHS) leases Refer7 software from a separate Contractor who provides ServiceLink contractors software support during business hours. The Refer 7 contractor also provides database back-ups for all of the data that the ServiceLink contractors input into the Refer7 system. ServiceLink contractors use Refer7 as the centralized resource database in order to assist users with information about service resources Statewide and to assist ServiceLink contractor staff with documentation of calls/contacts. The Refer7 system allows users to track client records and also to generate reporting data on those contacts.

The Balancing Incentive Program (BIP) is a discretionary grant awarded to DHHS by the Centers for Medicare and Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management, and standardized assessments.

The State Innovations Model (SIM), a discretionary grant also funded by CMS, is providing resources to assist DHHS in the development of a managed care model for long term services and supports and the implementation planning for that model.

2. Covered Populations and Services

~~2.1. The Contractor shall reach the following covered populations:~~

- Persons age 60 and over;
- Adults over the age of 18 who are chronically physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about LTSS; and
- Individuals with intellectual, physical, and developmental disabilities
- Veterans
- Contractor shall provide support to include people of all ages, income levels and disabilities; including people with dementia and people of different cultures and ethnicities

3. Geographic Area Served: Geographic area is defined as the area focused on client location that the Contractor will provide services. The Contractor will provide services as described in this Exhibit A in the geographic area of Merrimack County.



Exhibit A

4. ServiceLink Services

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

Contractor shall submit to the Department, for review and approval, an outreach and marketing plan focused on establishing its organization as a highly visible and trusted place where people can turn for objective and unbiased information on the full range of long-term support options. The Contractor shall also promote awareness of the long term supports and services and various options that are available in the community. The outreach and marketing plan shall include:

- 4.1.1.1. Consideration of all populations served including different age groups, people with different income levels, and different types of disabilities, culturally diverse groups, underserved populations, and individuals at risk of nursing home placement, family caregivers and professionals. Populations shall include individuals who do not meet public assistance requirements in addition to those that require public assistance, hard to reach and private paying populations, as well as options individuals can use to plan ahead for their long-term needs
- 4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities; and
- 4.1.1.3. A feedback loop to modify activities as needed.
- 4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

4.1.2. Information and Referral shall be considered the point of entry for service access.

- 4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.
- 4.1.2.2. The Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.
- 4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.
- 4.1.2.4. Contractors shall use the Alliance of Information and Referral Standards and use the Refer 7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The contractor is responsible for:
 - 4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and
 - 4.1.2.4.2. Resources in the database conform to established inclusion/exclusion policies; these policies specifically address inclusion of resources and providers for private paying individuals and families; and the database is accessible to the public via a comprehensive website and is user friendly, searchable and accessible to persons with disabilities.



Exhibit A

- 4.2. Options Counseling
 - 4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values and use their own personal and financial resources more efficiently and more effectively.
 - 4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others they may wish to include in the process, such as family members and/or caregivers/support persons.
 - 4.2.3. Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration on Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the Federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards when they have been released.
 - 4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arranging for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum the Contractor shall provide:
 - 4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;
 - 4.2.4.2. The Contractor will place special attention to those clients most at risk of institutionalization.
 - 4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in weighing pros and cons,
 - 4.2.4.4. Developing action steps toward a goal or a long term support plan and assisting in applying for and accessing support options when requested.
 - 4.2.4.5. The Contractor will provide counseling in a location that fits the needs to the individual being served, such as homes, and office and be accessible to the client by phone, email, etc.
 - 4.2.4.6. The Contractor will provide counseling that ensures that clients understand their options by using the Option Counseling Standards.
 - 4.2.5. Contractor shall provide objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.
 - 4.2.6. Contractor shall serve as service access entry points for individuals and use standard intake and screening instruments defined by the Department.
 - 4.2.7. The contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.
 - 4.2.8. The contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.



Exhibit A

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- 4.2.9. The Contractor shall be in regular communication with Adult Protection Service Offices and will report abuse and neglect of clients immediately to the Adult Protection program.
- 4.2.10. The Contractor will follow up with a person to ensure supports and decisions are effective and appropriate and determine the outcome and whether more assistance is needed.
- 4.2.11. The plan shall include a schedule for future contact and follow up accordingly with the client.
- 4.3. Streamlined Eligibility Determination for Public Programs
The Contractor will serve as a single point of entry/no wrong door to all publicly funded long-term supports, including those funded by Medicaid, the Older Americans Act (OAA), the Rehabilitation Services Act, and other state and federal programs and services. The Contractor shall follow the protocols and procedure for providing the following:
- 4.3.1. Intake and Screening
- 4.3.1.1. The Contractor shall use a standardized process for helping individuals access all publicly-funded LTSS programs available in the state. The Contractor shall support, implement and follow the processes to streamline access to LTSS, which will be defined by DHHS as part of BIP and SIM projects. The Contractor shall offer to assist the client when making external referrals.
- 4.3.2. Financial and Functional Eligibility Processes
Eligibility for financial and medical assistance programs is the responsibility of the State, where accountability for compliance with federal requirements is placed.
- 4.3.2.1. The Contractor uses uniform criteria to assess risk of institutional placement in order to target support to individuals at high-risk. Through BIP, level of care assessments will be further developed.
- 4.3.2.2. Contractor shall assist individuals as needed with initial steps in completing the application that include:
- 4.3.2.2.1. taking applications, assisting applicants in completing the application, providing information and referrals, obtaining required documentation to complete the application, assuring that the information contained on the application form is complete, and conducting any necessary interviews.
- 4.3.3. Tracking Eligibility Status
- 4.3.3.1. Contractor shall track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's Intake/eligibility determination systems such as New Heights Financial



- Exhibit A

- Eligibility System, NH Easy, and other program specific systems.
Designated staff will be trained and have access to these systems.
- 4.3.3.2. Contractor may be informed of individuals who are determined ineligible for public LTC programs or services and the ServiceLink contractor conducts follow-up with those individuals to provide further Options Counseling. Contractor shall reach out to clients and schedule a counseling meeting with them to explore other options.
- 4.4. Person-Centered Transitions Support
The contractor shall assist individuals from being placed unnecessarily in a nursing home or other institution by:
- 4.4.1. Creating formal linkages between and among the major pathways that people travel while transitioning from one setting of care to another or from one public program payer to another. These pathways include preadmission screening programs for nursing home services and hospital discharge planning programs, and they represent critical junctures where decisions are made.
- 4.4.2. The contractor shall play a pivotal role in these transitions to ensure that people understand their options and receive LTSS in the setting that best meet their individual needs and preferences, which is often in their own homes.
- 4.4.3. Contractor staff will be present at these critical points to provide individuals and their families with the information they need to make informed decisions about their service and support options, and to help them quickly arrange for the supports and services they choose.
- 4.4.4. The Contract shall:
- 4.4.4.1. establish a process for identifying individuals and their caregivers who may need transition support services;
- 4.4.4.2. follow Protocols for referring individuals to the ServiceLink contractor for transition support and other services; and
- 4.4.4.3. provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
- 4.4.4.4. serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.
- 4.5. Consumer Populations and Partnerships
- 4.5.1. Consumer Populations
Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:
- People over age 60
 - Adults over age 18 living with chronic illnesses or disabilities



Exhibit A

- Family members, caregivers, and family caregivers of the target populations
- Local community providers
- Representation from cultural and ethnic minorities residing within the community.
- At least twenty-five (25) percent of the membership must be from the target population. Note: Consumers, caregivers, or family board member who works for a human service agency organization may not be counted in meeting this standard.

4.5.2. Medicaid

Contractor shall comply with the Department policies and procedures related to its role as a partner in the Medicaid eligibility determination process.

4.5.3. Aging and Disability Partners

4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.

4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.

4.5.3.3. The Contractor shall have or will develop partnerships with State or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.

4.5.4. Other Partners and Stakeholders

Contractor will establish solid working partnerships with other agencies and stakeholders serving the target population, both at the State level as well as the community. These include hospitals, senior centers, physician practices, home health agencies, community mental health centers, Adult Protective Services, municipal health and welfare, and other public assistance programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.



Exhibit A

4.6. New Hampshire Family Caregiver Program

The Contractor shall provide a multifaceted system of support services for family caregivers who provide full time care and meet the eligibility of the Caregiver programs by providing the following:

- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
 - 4.6.2. Family caregivers of frail older adults;
 - 4.6.3. Caregivers of individuals with Alzheimer's disease or dementia;
 - 4.6.4. Older caregivers of individuals with disabilities; and
 - 4.6.5. Older grandparents and relatives who are raising a child, or children.
- 4.6.6. Determine eligibility for the caregiver programs.
- 4.6.7. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
- 4.6.8. Provide information, assistance, and options counseling to caregivers
- 4.6.9. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
- 4.6.10. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
- 4.6.11. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
- 4.6.12. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum.
- 4.6.13. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.

4.7. New Hampshire State Health Insurance Assistance Program

The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare



Exhibit A

Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:

- 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
- 4.7.3. Demonstrate an increase and enhance beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.
- 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
- 4.7.5. The Contractor will recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.

4.8. Senior Medicare Patrol Program

The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare by providing the following:

- 4.8.1. Foster national and statewide coverage by SMP by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to the SMART FACTS database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education,



Exhibit A

- volunteer management and resolution of complex issues, and (c) using the national SMP Resource Center's resources;
- 4.8.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting AoA's objectives that utilize SMART FACTS to support the OIG Performance Measures;
 - 4.8.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy; and
 - 4.8.6. Implement the SMP Resource Center's Volunteer Risk Management Program as developed by the Administration for Community Living.
 - 4.8.7. The contractor shall comply with the standards in the SHIP Program Guidance.
 - 4.8.8. The Contractor will recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and how to report questionable Medicare billing situations.

5. Operational Functions

The contractor must adhere to the following operational requirements, standards of practice, approaches, and methods of service delivery. The contractor will:

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.
- 5.2. Occupy office space that is distinct from any other service provider or program operated by the contractor.
- 5.3. Local phone numbers for each ServiceLink Contractor
- 5.4. The ServiceLink Contractor will be responsible for having three to four phone numbers/lines and fax line for clients to access services for the geographic area they serve. The Contractor shall work with DHHS to ensure consistent phone numbers are available to the public, and where necessary shall assume responsibility for existing phone numbers.
- 5.5. It is expected of the contractor to have the first phone number/line to route to the ServiceLink programs national toll free number. It is expected that the contractor's phone service and equipment be compatible with the State's VOIP system.
- 5.6. The contractor is responsible for all costs associated with establishing and operating the phone and fax lines, including necessary equipment.



Exhibit A

- 5.7. Phone systems must allow for individual voicemail for each staff person. One main phone line (Line #1) must also be configured to route from the ServiceLink contractor's national toll free ServiceLink Resource Centers Program number. Please address how the toll free number will work since it was not included in the RFP
- 5.8. Operate the ServiceLink Resource Centers Program within its fiscal sponsor's agency, personnel and human resource policies and procedures. Contractors are required to review their policies and procedures to assure the ServiceLink Resource Centers Program operational and program requirements are met.
- 5.9. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink contractor's site. Sufficient is defined as: Enough space to conduct private and confidential interviews and meetings with at least three (3) individuals in the room in order to meet their job duties while at a ServiceLink contractor's office.
- 5.10. Provide sufficient (as defined in 3.1.6 above) space and supplies to outside team members including but not limited to the Division of Client Services (DCS) staff and the Office of Veterans Services at a minimum of two to three business days per week for financial screenings, interviews, and consultations at local ServiceLink contractors sites.
- 5.11. Adhere to the following operational and facilities management requirements:
- 5.12. Staff hours shall be arranged to provide a minimum of 40 hours of operation per week, which includes availability by appointment on the weekend and evening coverage. Publish schedule of hours throughout the geographic area;
- 5.13. Provide satellite offices or other forms of consumer accessibility. The location of the ServiceLink contractor's main office and any satellite offices that exist shall be in an easy and accessible location so that it is centrally located to the clients in the geographic area that you will serve. Accessibility may be demonstrated in a variety of ways such as proximity to main roads, population centers, businesses, shopping areas, health care sites, and the availability of public transportation;
- 5.14. Operate primary sites and other forms of access for consumers in buildings and facilities that are barrier free;
- 5.15. Meet all state and local rules and ordinances related to health, fire and life safety codes;
- 5.16. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, and medical and other emergencies and disasters; and
- 5.17. Agree to have a ServiceLink Resource Centers Program sign visible outside the building in which the ServiceLink contractor's site(s) are located.



Exhibit A

6. Quality Assurance and Continuous Quality Improvement

- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.
- 6.5. **Information Technology and Management Information Systems**
 - 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors.
Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
 - 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
 - Microsoft Windows 7 64 bit;
 - Microsoft Internet Explorer version 8.0;
 - Documents, spreadsheets and presentation that are compatible with Microsoft Office 2000 and above through 2010;
 - Network Associates - McAfee Virus Scan version 8.8; and
 - Broadband or DSL internet access
 - 6.5.3. The Department's current hardware standards are as follows:
 - Base Desktop - (low use, limited mainly to using MS Office Apps and minimal multi-tasking): I3 Intel Processor, 2GB RAM



Exhibit A

- Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM
- High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM
- The Department does not currently use or support Windows 8.

6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.

6.6. Continuous Improvement

6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.

6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.

7. Performance Tracking and Reporting

7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:

1. Number of individuals served
2. Number of repeat visits by individuals
3. Type of information/referral given to individuals
4. Type of follow up performed
5. Frequency of follow ups
6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
7. The number of individuals diverted from nursing home/institutional settings;
8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).



Exhibit A

7.2. Minimum Reporting Requirements:

The Table below defines the program reporting data requirements and their source.

There will be custom reporting capabilities through Refer7.

Program Reporting Data Requirement	Data Source
Program Requirements	
Adherence to all minimum program and operational requirements	Contract review assessment tool, site visits
Information, Referral, and Assistance and Awareness	
Number of customer satisfaction surveys sent annually	Customized Report
Number of staff who have received training related to cultural competency	Customized Report
Number of community outreach and educational events staff participated in annually	Customized Report
Number of AIRS certified staff	Customized Report
Number of contacts annually	Refer7
Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights.	Refer 7 reports, Contract review, New Heights reports
Number of home visits annually	Refer7
Number of follow ups performed annually	Refer7
Number of contact and client types by type and % as defined by BEAS	Refer7
Number of referrals made for services not provided annually	Refer7
Number of 'unmet need' provisions documented annually	Refer7
Options Counseling (OC) and Person Centered Transition Support:	
ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards.	Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and
All staff who provide Options Counseling are Nationally Certified	
% Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.	



Exhibit A

Program Reporting Data Requirement	Data Source
% Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified	consumer satisfaction surveys, customized reports, and Refer7.
% Of persons to have had the opportunity to self-direct their services and supports	
% Of individuals who report they have made optimal use of their own private resources and their informal support system	
Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.	Refer 7
Number of Options Counseling assessments conducted annually	Refer 7
Number of developed action plans annually	Refer 7
A minimum of 2 formal agreements with major pathways has been established by June 30, 2014	Copies of agreements
Number of individuals receiving eligibility coordination annually	Refer 7
Number of screenings for public programs performed	Refer7
Number of Medicaid appointments scheduled by the ServiceLink contractor	New Heights
NH Family Caregiver Support Program:	
Number of staff trained in Powerful Tools for Caregivers curriculum	Customized Report
Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)	Customized Report
Number of other caregiver specific training sessions conducted annually	Customized Report
Number of community outreach/information sessions conducted annually	Customized Report
Number of individuals who received Title III-E respite services annually	Customized Report, Refer7
Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually	Customized Report
Average number of attendees at support group meetings	Customized Report
Number of family caregivers who receive I&R (access assistance) annually	Refer7
Number of one-on-one counseling sessions	Refer7
Number of in-person Options Counseling assessments of the family caregiver needs completed annually	Refer7



Exhibit A

Program Reporting Data Requirement	Data Source
State Health Insurance Assistance Program (SHIP):	
Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determine future grant funding based on the following elements:	
Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.	Customized Report/Refer 7
Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area	Customized Report/Refer7
Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area	Customized Report/Refer7
Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.	Refer 7
Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region.	Refer 7
Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.	Refer 7
Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.	Refer 7
Senior Medicare Patrol Program and Capacity Building programs	
Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).	Customized Report based on federal template
Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances.	Workplan
Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.	SMART FACTS



Exhibit A

8. Staffing

8.1. Standards

Contractor shall be required staff to follow the National Social Work standards that include:

- possessing the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- ensuring the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- knowledgeable about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- treating colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.

- 8.1.1. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.2. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.3. Develop a Staffing Contingency Plan, including but not limited to:
- 8.1.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
 - 8.1.3.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
 - 8.1.3.3. Discussion of time frames necessary for obtaining replacements;
 - 8.1.3.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
 - 8.1.3.5. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 8.1.4. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.5. Resumes are required for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.6. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins



Exhibit A

- providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.7. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.
- 8.1.8. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.9. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management
Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
 - Obtain training and certification in Options Counseling within 6 months of hire
 - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness
The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.
- 8.2.2.1. Required Certification;
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
 - Obtain certification as a State Health Insurance Assistance Program (SHIP)
 - Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.
- 8.2.3. Options Counseling and Person Centered Transition Support



Exhibit A

This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.

8.2.3.1. Required Certification:

- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain training and certification in Options Counseling within 6 months of hire.
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

8.2.4. Options Counseling: Caregiver Specialist

Provide person centered needs assessments, options counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:

- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
- Offer education, support, advocacy and follow-up.
- Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- Data collection, reporting.

8.2.4.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire.
- Trained/Licensed in Powerful Tools for Caregivers curriculum
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

8.2.5. State Health Insurance Assistance Program (SHIP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the



Exhibit A

State Health Insurance Assistance Program's goals and performance measures for their County/Region

8.2.5.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

8.2.6. Senior Medicare Patrol Program (SMP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

8.2.6.1. Required Certification

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain certification as a SHIP and SMP Counselor, within 6 months of hire

9. Work Plan

Within thirty (30) days of the effective date of the contract, Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the. DHHS will monitor this contract via this work plan and performance measures defined in the contract.

During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the contractor to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

10. Cultural Considerations:

DHHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, DHHS expects the



Exhibit A

Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

Assess the ethnic/cultural needs, resources and assets of their community. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment. When feasible and appropriate, provide clients of minimal English skills with interpretation services.

Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

When feasible and appropriate, identify communication access needs for clients who may be deaf and hard of hearing, or have vision or speech impairment and develop an individual communication plan for recipients to receive services identified in Section 3 Statement of Work.

11. Privacy and Security of Client Information

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

12. E-Studio

Contractors shall be required to use DHHS' E-Studio electronic information system. E-Studio is DHHS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Use consistent spelling. Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from DHHS can be shared with the necessary agency staff. There is no cost to the organization for DHHS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.



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 for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

Grant #	CFDA #	Federal Agency	Grant Description
	93.778		Medicaid Grants
G-1301NHSOSR	93.667	Admin for Children & Families	Social Services Block Grant
14AANHT3FC	93.052	Admin for Community Living	NH Family Caregiver Support Title III E
90RO0028	93.517	Admin for Community Living	NH ADRC Options Counseling Enhancement Program
1N0CMS020220	93.779	Centers for Medicare & Medicaid Services	State Health Ins Assistance Program
90MP0176	93.048	Admin for Community Living	Senior Medicare Patrol Project

3. Account Numbers in P-37 Box 1.6

Grant	State Account Number
NH State General Funds	05-95-48-481010-95650000-102-500731
Social Services Block Grant	05-95-48-481010-92550000-545-500387
Medicaid	05-95-48-481510-61800000-550-500398
NH ADRC Options Counseling Enhancement Program	05-95-48-481010-78720000-072-500575
NH Family Caregiver Support Title III E	05-95-48-481010-78720000-570-500928
Senior Medicare Patrol Project	05-95-48-481010-33170000-102-500731
State Health Insurance Assistance Program	05-95-48-481010-89250000-102-500731

4. Payment for said services shall be made as follows:
 The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Department will supply the invoice template to the contractor; format of the invoice template will be similar to that of the contractor's approved budget (s). The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
 Financial Manager
 Bureau of Elderly and Adult Services
 Department of Health and Human Services

Contractor Initials: *RQ*
 Date: 12/4/13



Exhibit B

129 Pleasant Street, Brown Building
Concord, NH 03301

5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 – B10. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:
 - 7.1. NH State General Funds SFY14: 47% SFY15: 49%
 - 7.2. Social Services Block Grant SFY14: 15% SFY15: 14%
 - 7.3. Medicaid SFY14: 38% SFY15: 37%
8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:
 - 8.1. Medicaid SFY14: 64% SFY15: 88%
 - 8.2. ADRC Grant SFY14: 36% SFY15: 12%
9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-10 Budgets, to adjust amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total costs of the programs less the state's share. Contractors shall report on a monthly basis the total cost of the program for the month, the amount requested to be paid by the state and the source of funds and amount for the contractor's share.
12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by DHHS.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to DHHS upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

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

Bidder/Program Name: *Community Action Program Galloway Merrimack Counties Inc*

Budget Request for: *Information, Referral and Awareness*
(Name of Program)

Budget Period: *V1/14-6/30/14*

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
1. Total Salary/Wages	\$ 49,362.00	\$ 4,931.00	\$ 54,293.00	\$ -	\$ 4,931.00	\$ 4,931.00	\$ -	\$ 49,362.00	\$ -	\$ -	\$ 49,362.00
2. Employee Benefits	\$ 15,532.00	\$ 1,132.00	\$ 16,664.00	\$ -	\$ 1,132.00	\$ 1,132.00	\$ -	\$ 15,532.00	\$ -	\$ -	\$ 15,532.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ -	\$ 2,800.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,400.00	\$ -	\$ 4,400.00	\$ -	\$ -	\$ -	\$ -	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
6. Travel	\$ 948.21	\$ -	\$ 948.21	\$ -	\$ -	\$ -	\$ -	\$ 948.21	\$ -	\$ -	\$ 948.21
7. Occupancy	\$ 5,300.00	\$ 2,491.00	\$ 7,791.00	\$ -	\$ 2,491.00	\$ 2,491.00	\$ -	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 7,155.00	\$ -	\$ 7,155.00	\$ -	\$ -	\$ -	\$ -	\$ 7,155.00	\$ -	\$ -	\$ 7,155.00
Postage	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,583.26	\$ -	\$ 2,583.26	\$ -	\$ -	\$ -	\$ -	\$ 2,583.26	\$ -	\$ -	\$ 2,583.26
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 5,600.00	\$ -	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 94,978.47	\$ 8,554.00	\$ 108,532.47	\$ -	\$ 8,554.00	\$ 8,554.00	\$ -	\$ 94,978.47	\$ -	\$ -	\$ 94,978.47

Indirect As A Percent of Direct 0.0% #DIV/0! 0.0%

Contractor Initials: *R-a*
 Date: *12/4/13*

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

Bidder/Program Name: **Community Action Program Belknap-Merrimack Counties Inc**

Budget Request for: **Options Counseling and Person Centered Transitions Support Program**
(Name of Program)

Budget Period: **9/1/14-8/31/15**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Salary/Wages	\$ 19,587.00	\$ -	\$ 19,587.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,587.00	\$ -	\$ 19,587.00
2. Employee Benefits	\$ 3,277.00	\$ -	\$ 3,277.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,277.00	\$ -	\$ 3,277.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 23,964.00	\$ -	\$ 23,964.00	\$ -	\$ 23,964.00	\$ -	\$ 23,964.00					

Indirect As A Percent of Direct: **0.0%** #DWI: **0.0%**

Contractor Initials: **R-E**
Date: **12/9/13**

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: Family Caregiver Program
 (Name of Program)

Budget Period: 1/1/14-6/30/14

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
1. Total Salary/Wages	\$ 13,269.00	\$ 4,050.00	\$ 17,319.00	\$ -	\$ 4,050.00	\$ 4,050.00	\$ -	\$ 13,269.00	\$ -	\$ -	\$ -	\$ 13,269.00
2. Employee Benefits	\$ 3,696.00	\$ 1,023.00	\$ 4,719.00	\$ -	\$ 1,023.00	\$ 1,023.00	\$ -	\$ 3,696.00	\$ -	\$ -	\$ -	\$ 3,696.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 958.00	\$ -	\$ 958.00	\$ -	\$ -	\$ -	\$ -	\$ 958.00	\$ -	\$ -	\$ -	\$ 958.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 976.97	\$ -	\$ 976.97	\$ -	\$ -	\$ -	\$ -	\$ 976.97	\$ -	\$ -	\$ -	\$ 976.97
6. Travel	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00
7. Occupancy	\$ 250.00	\$ 650.00	\$ 800.00	\$ -	\$ 550.00	\$ 650.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 250.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,001.89	\$ -	\$ 1,001.89	\$ -	\$ -	\$ -	\$ -	\$ 1,001.89	\$ -	\$ -	\$ -	\$ 1,001.89
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 22,651.85	\$ 6,643.00	\$ 22,314.56	\$ -	\$ 6,643.00	\$ 6,643.00	\$ -	\$ 22,651.85	\$ -	\$ -	\$ -	\$ 22,651.85
Indirect As A Percent of Direct		25.0%			80.0%				0.0%			

Contractor Initials: *AE*
 Date: *12/1/13*

New Hampshire Department of Health and Human Services												
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD												
Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc												
Budget Request for: State Health Insurance Assistance Program (Name of Program)												
Budget Period: 1/1/14-6/30/14												
1. Total Salary/Wages	\$	6,705.00	\$	-	\$	6,705.00	\$	-	\$	6,705.00	\$	6,705.00
2. Employee Benefits	\$	1,096.00	\$	-	\$	1,096.00	\$	-	\$	1,096.00	\$	1,096.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	250.00	\$	-	\$	250.00	\$	-	\$	250.00	\$	250.00
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	500.00	\$	-	\$	500.00	\$	-	\$	500.00	\$	500.00
6. Travel	\$	900.00	\$	-	\$	900.00	\$	-	\$	900.00	\$	900.00
7. Occupancy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	893.26	\$	-	\$	893.26	\$	-	\$	893.26	\$	893.26
11. Staff Education and Training	\$	855.68	\$	-	\$	855.68	\$	-	\$	855.68	\$	855.68
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specify details mandatory):	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Volunteer Travel	\$	245.00	\$	-	\$	245.00	\$	-	\$	245.00	\$	245.00
TOTAL	\$	11,448.94	\$	-	\$	11,448.94	\$	-	\$	11,448.94	\$	11,448.94
Indirect As A Percent of Direct				0.0%				0.0%				

Contractor Initials: *R-R*
Date: *12/1/13*

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

Bidder/Program Name: Community Action Program Schnep-Morinmark Counties Inc

Budget Request for: Senior Medicare Patrol Program
 (Phase of Program)

Budget Period: VV14-60014

1. Total Salary/Wages	\$	11,579.00	\$	-	\$	11,579.00	\$	-	\$	-	\$	11,579.00	\$	-	\$	11,579.00
2. Employee Benefits	\$	5,302.00	\$	-	\$	5,302.00	\$	-	\$	-	\$	5,302.00	\$	-	\$	5,302.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Recall	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	500.00	\$	-	\$	500.00	\$	-	\$	-	\$	500.00	\$	-	\$	500.00
6. Travel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7. Occupancy	\$	-	\$	4,487.00	\$	4,487.00	\$	-	\$	4,487.00	\$	4,487.00	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephones	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	100.00	\$	-	\$	100.00	\$	-	\$	-	\$	100.00	\$	-	\$	100.00
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	365.00	\$	-	\$	365.00	\$	-	\$	-	\$	365.00	\$	-	\$	365.00
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontract/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Printing	\$	100.00	\$	-	\$	100.00	\$	-	\$	-	\$	100.00	\$	-	\$	100.00
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL	\$	17,848.00	\$	4,487.00	\$	22,433.00	\$	-	\$	4,487.00	\$	4,487.00	\$	-	\$	17,848.00
Inirect As A Percent of Direct				25.0%												0.0%

Contractor Initials: *R-E*
 Date: *12/1/13*

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

Bidder/Program Name: **Community Action Program Belknap-Merrimack Counties Inc**

Budget Request for: **Information, Referral and Awareness**
(Name of Program)

Budget Period: **7/1/14 - 6/30/15**

Line Item	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Salary/Wages	\$ 85,859.00	\$ 8,862.00	\$ 105,731.00	\$ -	\$ 8,862.00	\$ 8,862.00	\$ -	\$ 85,859.00	\$ -	\$ -	\$ -	\$ 85,859.00
2. Employee Benefits	\$ 27,879.00	\$ 2,284.00	\$ 30,243.00	\$ -	\$ 2,284.00	\$ 2,284.00	\$ -	\$ 27,879.00	\$ -	\$ -	\$ -	\$ 27,879.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,750.00	\$ -	\$ 2,750.00	\$ -	\$ -	\$ -	\$ -	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
Travel	\$ 1,574.25	\$ -	\$ 1,574.25	\$ -	\$ -	\$ -	\$ -	\$ 1,574.25	\$ -	\$ -	\$ -	\$ 1,574.25
7. Occupancy	\$ 10,600.00	\$ 4,982.00	\$ 15,582.00	\$ -	\$ 4,982.00	\$ 4,982.00	\$ -	\$ 10,600.00	\$ -	\$ -	\$ -	\$ 10,600.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,900.00	\$ -	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	\$ 3,900.00	\$ -	\$ -	\$ -	\$ 3,900.00
Postage	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 161,872.25	\$ 17,988.00	\$ 168,988.25	\$ -	\$ 17,988.00	\$ 17,988.00	\$ -	\$ 161,872.25	\$ -	\$ -	\$ -	\$ 161,872.25

Indirect As A Percent of Direct: **11.3%** **RD/NOI** **0.0%**

Contractor Initials: **R-Q**
Date: **12/9/13**

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

Bidder/Program Name: Community Action Program Bethel-Merrimack Counties Inc

Budget Request for: Options Counseling and Person Centered Transitions Support Program
 (Name of Program)

Budget Period: 7/1/14 - 6/30/16

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
1. Total Salary/Wages	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00	\$ 40,052.00
2. Employee Benefits	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00	\$ 11,669.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase-Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify detail mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 61,921.00												

Indirect As A Percent of Direct 0.0% #DIV/0! 0.0%

Contractor Initials: *R-A*
 Date: *12/1/13*

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: Family Caregiver Program
 (Name of Program)

Budget Period: 7/1/14 - 6/30/15

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Salary/Wages	\$ 26,577.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00	\$ 8,244.00
2. Employee Benefits	\$ 7,391.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00	\$ 2,061.00
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Meeting/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pending	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 41,218.00	\$ 10,306.00										
Indirect As A Percent of Direct		25.0%										
												0.0%

Contractor Initials: *A-9*
 Date: *12/4/13*

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: State Health Insurance Assistance Program
 (Name of Program)

Budget Period: 7/1/14 - 6/30/15

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Total Salary/Wages	\$ 17,447.00	\$ -	\$ -	\$ 17,447.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 2,652.00	\$ -	\$ -	\$ 2,652.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Staff Education and Training	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Volunteer Travel	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 21,299.00	\$ -	\$ -	\$ 21,299.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct		0.0%										0.0%

Contractor Initials: *R-L*
 Date: 12/9/13

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: Senior Medicare Patrol Program
 (Name of Program)

Budget Period: 7/1/14 - 6/30/16

Line Item	Total Program Cost	Contract Share	Match	Estimated Budget to be Funded by DRRS Contract Share
1. Total Salary/Wages	\$ 26,164.00	\$ -	\$ -	\$ 26,164.00
2. Employee Benefits	\$ 12,198.00	\$ -	\$ -	\$ 12,198.00
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 100.00	\$ -	\$ -	\$ 100.00
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 434.00	\$ -	\$ -	\$ 434.00
6. Travel	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -
Postage	\$ 200.00	\$ -	\$ -	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ -	\$ 100.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 100.00	\$ -	\$ -	\$ 100.00
Printing	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,297.00	\$ -	\$ -	\$ 39,297.00

0.0%

#DAV01

0.0%

Indirect As A Percent of Direct

Contractor Initials: BFH
 Date: 12/1/2013

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Place Holder for Exhibit B-10

For SMP Budget for SFY 15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** This Agreement has an option for two (2) one year extension to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

2 Industrial Park Drive, Concord, Merrimack, NH 03301

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

Community Action Program

Belknap-Merrimack Counties, Inc. From: 1/1/14 To: 6/30/15

(Contractor Name)

(Period Covered by this Certification)

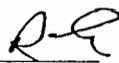
Ralph Littlefield, Executive Director

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

12/4/13

(Date)

Contractor Initials: 

Date: 12/4/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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

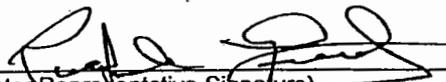
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 1/1/14 through 6/30/15

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 Representative Signature)

Ralph Littlefield, Executive Director
 (Authorized Contractor Representative Name & Title)

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

12/4/13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: R-Q

Date: 12/4/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature) Ralph Littlefield, Executive Director
(Authorized Contractor Representative Name & Title)

Community Action Program Belknap-Merrimack Counties, Inc. 12/4/13
(Contractor Name) (Date)

Contractor Initials: RL
Date: 12/4/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Representative Signature) Ralph Littlefield, Executive Director
(Authorized Contractor Representative Name & Title)

Community Action Program Belknap-Merrimack Counties, Inc. 12/4/13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State Agency Name

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

Sheri L. Rockburn
Signature of Authorized Representative

Ralph Littlefield
Signature of Authorized Representative

Sheri L. Rockburn
Name of Authorized Representative

Ralph Littlefield
Name of Authorized Representative

Acting Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

12/4/13
Date

12/4/13
Date

Contractor Initials: RL
Date: 12/4/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 07-399-7504

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

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: _____

Contractor initials: RL
Date: 12/4/13
Page # 2 of Page # 2

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 9/20/13, such authority to be in force and effect until 6/30/15 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 4th day of December, 20 13.

Dennis T. Martino
Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 4th day of December, 20 13, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



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

Commission Expiration Date:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of June A.D. 2013

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

William M. Gardner
Secretary of State



40
23

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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 10, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend existing agreements, with the vendors listed below, for the continuation of Medicare Improvements for Patients and Providers Act programs, statewide, and to exercise a renewal option with the same vendors for the continuation of the ServiceLink Resource Center programs, by increasing the price limitation by \$4,226,874 from \$5,276,180 to an amount not to exceed \$9,503,054, and extending the completion date from June 30, 2015 to September 30, 2016, effective upon Governor and Executive Council approval. 61% Federal funds and 39% General funds.

Summary of contracted amounts by vendor:

Vendor Name	Vendor Number	Location	Current Budget	Increase/ (Decrease)	Revised Budget Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	177278	Rochester, NH	\$ 374,315	\$450,610	\$824,925
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Concord, NH	\$516,527	\$425,230	\$941,757
Crotched Mountain Community Care, Inc.	177293	Portsmouth and Atkinson, NH	\$824,191	\$739,407	\$1,563,598
Easter Seals New Hampshire, Inc.	177204	Manchester and Nashua, NH	\$1,197,547	\$568,253	\$1,765,800
Grafton County Senior Citizens Council, Inc.	177675	Lebanon and Littleton, NH	\$486,063	\$408,409	\$894,472
Lakes Region Partnership for Public Health, Inc.	165635	Laconia and Tamworth, NH	\$701,558	\$601,900	\$1,303,458
Monadnock Collaborative	159303	Keene and Claremont, NH	\$ 882,829	\$775,142	\$1,657,971
Tri-County Community Action Program, Inc.	177195	Berlin, NH	\$293,150	\$257,923	\$551,073
		Grand Total	\$5,276,180	\$4,226,874	\$9,503,054

Funds are available in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon 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 attachment for fiscal details.

EXPLANATION

This request consists of two distinct elements that effect all the attached contracts. The first is a **retroactive** amendment to the contracts so that vendors can be paid for services they rendered at risk because a federal grant expired. The second request exercises existing renewal language within the contracts to extend the completion dates of the contracts.

The ServiceLink Contractors have continued providing, at their risk, services associated with the Medicare Improvements for Patients and Providers Act since September 30, 2014, the scheduled end date for the federal grant that funded the services. The Department has been awarded a new grant from the United States Department of Health and Human Services, Administration for Community Living to continue the same scope of work. The new grant allows for payments to providers retroactive to the expiration of the previous grant period.

The Medicare Improvements for Patients and Providers Act program supplements the Counseling for Medicare Beneficiaries program also provided by the ServiceLink Contractors. Services provided by the Contractors through the Medicare Improvements for Patients and Providers Act program assist consumers with navigating Medicare options that promote wellness and enrollment in Medicare prescription coverage Part D by helping them reduce their cost share portion of healthcare premiums and enroll in cost savings Medicare programs.

The second purpose of this amendment is to exercise a fifteen (15) month renewal option for the continuation of ServiceLink program, statewide. Governor and Executive Council approved these original Agreements on December 20, 2013 (Item #62), and Amendments on February 28, 2014 (Item #35) for six contracts, June 4, 2014 (Item #59) for four contracts, and October 1, 2014 (Item #14) for only one contract, with Easter Seals of New Hampshire, Inc.

The ServiceLink Contractors serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and also serve as a single point of entry to Medicaid long-term support programs and benefits. The ServiceLink Program includes the following:

- Information, Referral and Assistance,
- Options Counseling and Person Centered Transition Support
- Family Caregiver Supports and Services
- Counseling for Medicare Beneficiaries
- Senior Medicare Patrol
- Medicare Improvements for Patients and Providers Act program
- Veterans Directed and Community Based Program
- Medicare Comparison
- Medicare Training.

The aforementioned services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department for providing information, referrals and eligibility determinations so that individuals accessing the system at different locations experience a similar process.

The Contractors were selected through a competitive bid process.

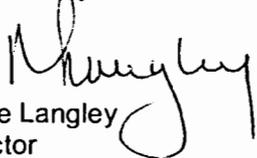
Should Governor and Executive Council decide not to authorize this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates that it establish a system of community based information and referral services for elderly and chronically ill adults. The Department would be vulnerable to losing federal discretionary funds through the Balancing Incentive Program which relies on the ServiceLink program as the platform for implementing the No Wrong Door model and Options Counseling Model. It is likely that admissions to nursing homes and hospitals would increase because there would be no statewide mechanism in the community to advise people of home and community based options and assist them to access these options. The unintended consequences would increase the State's Medicaid expenditures.

Area Served: Statewide.

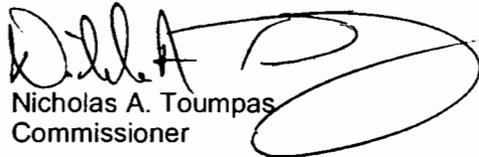
Source of Funds: 39% General Funds and 61% Federal Funds from United States Department of Health and Humans Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

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

Respectfully submitted,


Diane Langley
Director

Approved by:


Nicholas A. Toumpas
Commissioner



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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

Diane Langley, Director
 Sheri Rockburn, Director

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May 6, 2014

GSC Approved

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

Date 6/4/14
 Item # 59

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into Amendments with four ServiceLink Resource Center vendors to provide information and access to long-term supports and services to all citizens in New Hampshire by increasing the price limitation by \$110,586, from \$4,665,594 to \$4,776,180 in the aggregate, effective upon approval of Governor and Executive Council through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County	\$ 347,772	\$ 26,543	\$ 374,315
Community Action Program Belknap and Merrimack Counties, Inc.	\$ 486,527	\$ 30,000	\$ 516,527
Crotched Mountain Community Care, Inc.	\$ 824,191	\$ 0	\$ 824,191
Easter Seals of New Hampshire, Inc.	\$ 655,047	\$ 42,500	\$ 697,547
Grafton County Senior Citizens Council, Inc.	\$ 486,063	\$ 0	\$ 486,063
Lakes Region Partnership for Public Health, Inc.	\$ 701,558	\$ 0	\$ 701,558
Monadnock Collaborative	\$ 871,286	\$ 11,543	\$ 882,829
Tri County Community Action Program, Inc.	\$ 293,150	\$ 0	\$ 293,150
Total	\$4,665,594	\$110,586	\$4,776,180

Funds to support this request are available in the following accounts in State Fiscal Years 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details

EXPLANATION

This requested action seeks approval of four (4) amendments that represent the \$110,586 total anticipated to be spent in specific geographic locations of the state, by adding the Medicare Improvements for Patients and Providers Act and/or the Veterans Directed Home and Community Based Program scope of work. These amendments will expand the services to geographic areas of the state that are currently not available to citizens of New Hampshire, and subsequently allow these two services to be offered statewide.

The original agreements were approved by Governor and Executive Council on December 20, 2013, item #62, as a result of a procurement process. On February 28, 2014, item #35, amendments were completed for six of the eight of the ServiceLink contractors to expand services to specific geographic regions of the state by offering Evidenced Based Care Transitions, State Health Insurance Program Trainer, Medicare Improvements for Patients and Providers Act and/or the Veterans Directed Home and Community Based Program.

Medicare Improvements for Patients and Providers Act

This service enhances counseling to Medicare Beneficiaries by directly working with low income individuals to help them reduce their cost share portion of healthcare premiums and to assist them in enrolling in these cost savings Medicare programs. This service will be offered to citizens located in the geographic regions of Merrimack, Strafford, and Hillsborough, Sullivan, and Cheshire Counties. Four contractors were selected (see Summary of Applicants) that represent \$60,586.

Veterans Directed Home and Community Based Program

This service expands the service coordination offered to Veterans and their families to find respite and supplemental services to help them stay in the community. The ServiceLink Contracts will develop and implement this program for Veterans residing in Merrimack, Strafford, and Hillsborough Counties. This service is currently slated to start in Rockingham County in SFY 15 and is operational in Belknap, Carroll, Coos, Grafton, Sullivan Counties and the Monadnock Region. Three contractors were selected (see Summary of Applicants) that represent \$50,000.

Performance Measures

The additional services described above expand upon the existing scope of services included in the current ServiceLink contracts. Performance will be measured by the following:

- Contractor shall track and report to Department on the number of people they serve in the different age groups, with different types of disabilities and to show that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS.
- Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance;
- The number of individuals diverted from nursing home/institutional settings;
- The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 6, 2014
Page 3

Should Governor and Executive Council decide not to authorize this request, New Hampshire citizens who utilize services at ServiceLink Resource Centers may not be able to access these specialized services that support them remaining in the community and assist them in reducing their healthcare costs under Medicare. Additionally, it is likely that readmissions to hospitals may increase and could consequently increase financial costs to hospitals for preventable readmissions. This decision would also increase County budgets to provide for those low income individuals who will depend on Medicaid for their nursing home care.

These contractors were selected through a Request for Application. The Department issued a Request for Applications on April 8, and April 17, 2014, for the Veterans Directed Home and Community Based Services and Medicare Improvements for Patients and Providers Act, respectively, to seek ServiceLink Resource Center contractors to provide these services in the geographic regions not currently receiving these services. (See Summary of Applicants)

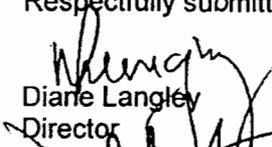
The contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

Area Served: See attached Bid Summary.

Source of Funds: 100% Federal funds.

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

Respectfully submitted,


Diane Langle
Director

Approved by:


Nicholas A. Toumpas
Commissioner

New Hampshire DHHS Contract Unit

REQUEST FOR APPLICATIONS (RFA)

#14-DHHS-DCBCS-BEAS-RFA-01
Veterans Directed Home and Community Based Care Services
And
#14-DHHS-DCBCS-BEAS-RFA-02
Medicare Improvements for Patients and Providers Act

Summary of Applicants
DHHS selected all applications for contract

Veterans Directed Home and Community Based Care Services			
	Bidder	Geographic Area to be Served	Department Selection
1.	Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	Strafford	Selected
2.	Community Action Program Belknap and Merrimack Counties, Inc.	Merrimack County	Selected
3.	Easter Seals New Hampshire Inc.	Hillsborough County, excluding the western Hillsborough County defined as the cities and towns of: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.	Selected

Medicare Improvements for Patients and Providers Act			
	Applicants	Geographic Area to be Served	Department Selection
1.	Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	Strafford County	Selected
2.	Community Action Program Belknap and Merrimack Counties, Inc.	Merrimack County	Selected
3.	Easter Seals New Hampshire Inc.	Hillsborough County, excluding the western Hillsborough County defined as the cities and towns of: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.	Selected
4.	Monadnock Collaborative	Monadnock Region defined as Cheshire County, western Hillsborough County (defined as the cities and towns of: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor), and Sullivan County (excluding Plainfield and Grantham).	Selected

35 MJT



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

Nicholas A. Toumpas
Commissioner

BUREAU OF ELDERLY & ADULT SERVICES

Diane Langley, Director
Sheri Rockburn, Director

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February 11, 2013

G&C Approved

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

Date 2-28-14
Item # 35

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into **retroactive** amendments with six of the eight ServiceLink contractors by increasing the price limitation by \$330,999 in aggregate from \$4,334,595 to \$4,665,594 in aggregate in order for the contractors to provide information and access to long-term supports and services to all citizens in New Hampshire. The Department is requesting that these amendments be effective retroactive to January 1, 2014 upon approval of Governor and Executive Council through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	\$347,772	\$0	\$347,772
Community Action Program Belknap and Merrimack Counties, Inc.	\$478,594	\$7,933	\$486,527
Crotched Mountain Community Care, Inc.	\$791,127	\$33,064	\$824,191
Easter Seals of NH, Inc.	\$655,047	\$0	\$655,047
Grafton County Senior Citizens Council, Inc.	\$460,601	\$25,462	\$486,063
Lakes Region Partnership for Public Health, Inc.	\$597,849	\$103,709	\$701,558
Monadnock Collaborative	\$719,365	\$151,921	\$871,286
Tri-County Community Action Program, Inc.	\$284,240	\$8,910	\$293,150
Total	\$4,334,595	\$330,999	\$4,665,594

Funds to support this request are available in the following accounts in State Fiscal Years 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details

EXPLANATION

The Department is requesting that the Governor and Executive Council approve these (6) amendments retroactively to January 1, 2014. The Department requests that these amendments be retroactive because the Department's limited staffing resources lead to additional time being needed to review proposals and scores to make a selection and process contract amendments before these services could be added to the ServiceLink contractors' Agreements.

This requested action seeks approval of six (6) amendments that represent the \$330,999 total anticipated to be spent in specific geographic locations of the state. The original agreements were approved by Governor and Executive Council on December 20, 2013, item #62, as a result of a procurement process. Additional services in the requested action were part of the original procurement. The Department selected these six (6) ServiceLink contracts to provide expanded services to the community. These services are intended to support the Department's No Wrong Door model by serving as a single access point for all citizens seeking a full range of information and assistance about long term care services and supports.

Evidenced Based Care Transitions

This service increases the options counseling and person centered transitions support services by directly working with individuals who are in hospitals and to assist them in transitioning from the hospital setting back into the community. The Service Link Contractors will continue developing and implementing this service that they have been working with under another grant project, separate from this procurement. This service would be offered to citizens located in the geographic regions of Belknap, Carroll, and Sullivan, Cheshire, and western Hillsborough County. Two Contractors with the highest scores were selected (see Bid Summary) that represent \$230,828.

Medicare Improvements for Patients and Providers Act

This service enhances counseling to Medicare Beneficiaries by directly working with low income individuals to help them reduce their cost share portion of healthcare premiums and to assist them in enrolling in these cost savings Medicare programs. This service would be offered to citizens located in the geographic regions of Rockingham, Grafton and Sullivan Counties, as well as Belknap, Carroll, and Coos counties. Four Contractors were selected (see Bid Summary) that represent \$35,928.

Veterans Directed Home and Community Based Program

This service expands the service coordination offered to Veterans and their families to find respite and supplemental services to help them stay in the community. The ServiceLink Contracts will develop and implement this program for Veterans residing in Rockingham, Carroll, Grafton, Sullivan, Cheshire, western Hillsborough and Coos Counties. This service is currently operational in Belknap County. Five contractors were selected (see Bid Summary) that represent \$53,491.

State Health Insurance Program Trainer

The Contractor will provide ongoing training to increase the education and training of the all New Hampshire ServiceLink contractors' staff and volunteers who counsel Medicare beneficiaries. This training includes topics from Medicare eligibility, types of long-term care insurances to health care fraud and prevention. One contractor was selected that represents \$7,933. (See Bid Summary).

Medicare Supplement Insurance Comparison

The Contractor will collect accurate and timely information about Medicare Supplemental Insurance cost information for Medicare beneficiaries and provide this cost information to the Department and to all the New Hampshire ServiceLink contractors who counsel and assist individuals in making decisions about Medicare programs and health plans. One contractor was selected that represents \$2,819. (See Bid Summary).

Performance Measures

The additional services described above expand upon the existing scope of services included in the current ServiceLink contracts. Performance will be measured by the following:

- Contractor shall track and report to Department on the number of people they serve in the different age groups, with different types of disabilities and to show that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS.
- Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance;
- The number of individuals diverted from nursing home/institutional settings;
- The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

Should Governor and Executive Council decide not to authorize this request, New Hampshire citizens who utilize services at ServiceLink may not be able to access these specialized services that support them remaining in the community and assist them in reducing their healthcare costs under Medicare. Additionally, it is likely that readmissions to hospitals may increase and could consequently increase financial costs to hospitals for preventable readmissions. This decision would also increase County budgets to provide for those low income individuals who will depend on Medicaid for their nursing home care.

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website October 18, 2013. The Department received eight (8) proposals representing some or all these additional services. The evaluation committee recommended awarding agreements to six (6) Contractors. (See Bid Summary).

The proposal was evaluated and scored using a consensus model. Four Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included quality management, operational management and strategic planning over client services, and social work. Two Department staff, with over twenty years' experience as certificated accountants, evaluated the proposal's cost. (See Bid Summary)

The proposal and subsequently the contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council.

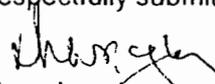
Area Served: See attached Bid Summary.

Source of Funds: 100% Federal funds.

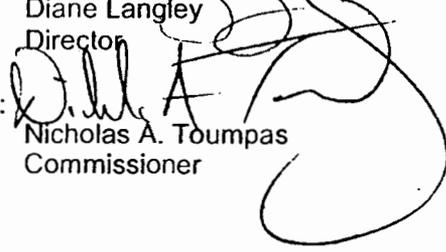
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
February 11, 2014
Page 4

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

Respectfully submitted,


Diane Langley
Director

Approved by:


Nicholas A. Toumpas
Commissioner

New Hampshire DHHS Contract Unit

ServiceLink Program
RFP #14-DHHS-DCBCS-BEAS-03
Bid Summary

Evidenced Based Care Transitions				
	Bidder	Total Score (Max = 120.87)	Geographic Area to be Served	Department Selection
1	Lakes Region Partnership for Public Health, Inc.	110.5	Belknap and Carroll	Selected
2	Monadnock Collaborative	108	Cheshire County , 12 Cities and towns in Western Hillsborough County (Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor) and all of Sullivan County (excluding two towns: Grantham and Plainfield)	Selected
3	Grafton County Senior Citizens Council, Inc.	105.5	Grafton County and Grantham and Plainfield in Sullivan County	Not selected
4	Crotched Mountain Community Care, Inc.	101.5	Rockingham* County	Not selected
5	Easter Seals New Hampshire, Inc.	100	Hillsborough County (excluding 12 cities and town in western part of the county: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor)	Not selected
6	Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	96	Strafford County	Not selected
7	Tri-County Community Action Program, Inc.	89	Coos County	Not selected
8	Community Action Program Belknap and Merrimack Counties, Inc.	15	Merrimack County	Not selected

New Hampshire DHHS Contract Unit

Medicare Improvements for Patients and Providers Act				
	Bidder	Total Score (Max = 141.6)	Geographic Area to be Served	Department Selection
1	Grafton County Senior Citizens Council, Inc.	118	Grafton County and Grantham and Plainfield in Sullivan County	Selected
2	Tri-County Community Action Program, Inc.	108	Coos County	Selected
3	Lakes Region Partnership for Public Health, Inc.	106	Belknap and Carroll	Selected
4	Crotched Mountain Community Care, Inc.	103	Rockingham County	Selected
5	Community Action Program Belknap and Merrimack Counties, Inc.	90	Merrimack County	Not selected
6	Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	0	Strafford County	Not selected

New Hampshire DHHS Contract Unit

Veterans Directed				
	Bidder	Total Score (Max. = 141.6)	Geographic Area to be Served	Department Selection
1	Grafton County Senior Citizens Council, Inc.	129.5	Grafton County and Grantham and Plainfield Sullivan County	Selected
2	Crotched Mountain Community Care, Inc.	122	Rockingham County	Selected
3	Monadnock Collaborative	121	Did not provide when asked for clarification Cheshire County , 12 Cities and towns in Western Hillsborough County (Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor) and all of Sullivan County (excluding two towns: Grantham and Plainfield)	Selected
4	Tri-County Community Action Program, Inc.	103	Coos	Selected
5	Community Action Program Belknap and Merrimack Counties, Inc.	90	Merrimack County	Not Selected
6	Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	90	Strafford	Not Selected
7	Lakes Region Partnership for Public Health, Inc.	75	Belknap and Carroll (Note: score reflects technical component only as the cost component was not applicable).	Selected

New Hampshire DHHS Contract Unit

Medicare Supplemental Comparison (Statewide)			
	Bidder	Total Score (Max. = 112.5)	Department Selection
1	Crotched Mountain Community Care, Inc.	106	Selected
2	Easter Seals New Hampshire, Inc.	95	Not Selected
3	Community Action Program Belknap and Merrimack Counties, Inc.	76	Not Selected

SHIP Trainer			
	Bidder	Total Score (Max. 112.5)	Department Selection
1	Community Action Program Belknap and Merrimack Counties, Inc.	76	Selected

Technical Proposal Evaluation Team:

Carol Sideris, Director of Client Services

Michael Kelly, Division of Community Based Care, Program Specialist – Quality Management Review

Denise Pliska, Bureau of Elderly and Adult Services, District Office Supervisor of Adult Protection Services

Patricia Jackson, Bureau of Homeless and Housing, Program Planning and Review Specialist

Cost Proposal Team:

Ann Driscoll, Bureau of Elderly and Adult Services, Administrator and Certified Public Accountant

Donna Ferland, New Hampshire Hospital, Financial Manager and Certified Public Accountant



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

BUREAU OF ELDERLY & ADULT SERVICES

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December 5, 2013

12/29/13
62

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into Agreements with vendors to have ServiceLink Resource Centers in designated communities serving as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and ServiceLink Resource Centers also function as a single point of entry for access to Medicaid long-term support programs and benefits, with a price limitation of \$4,334,595 to be effective January 1, 2014 or upon the date of Governor and Executive Council approval, whichever is later through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Amount
Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners	\$347,772
Community Action Program Belknap and Merrimack Counties, Inc.	\$478,594
Crotched Mountain Community Care, Inc.	\$791,127
Easter Seals New Hampshire, Inc.	\$655,047
Grafton County Senior Citizens Council, Inc.	\$460,601
Lakes Region Partnership for Public Health, Inc.	\$597,849
Monadnock Collaborative	\$719,365
Tri-County Community Action Program, Inc.	\$284,240
Total	\$4,334,595

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 and 2015 and are subject to the availability of the federal funding to the Department, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details.

EXPLANATION

The Department is requesting that the Governor and Executive Council approve eight (8) Agreements that represent \$4,334,595 total anticipated to be spent statewide to provide the ServiceLink Resource Center Program in New Hampshire. As a group, these Contractors will provide statewide coverage to people in New Hampshire and to their out-of-state friend and family members by providing the following services as part of the ServiceLink Program: Information, Referral and Assistance, Options Counseling and Person Centered Transition Support, Family Caregiver Supports and Services, Counseling for Medicare Beneficiaries, and Senior Medicare Patrol.

Populations Served:

The populations served under these contracts are:

- Persons age 60 and over;
- Adults over the age of 18 who are chronically physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about Long Term Services and Supports;
- Individuals with intellectual, physical, and developmental disabilities;
- Veterans; and
- People of all ages, income levels and disabilities.

The ServiceLink Resource Center Contractors will:

- Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services
- Promote awareness of the various options available to people in their community
- Link individuals with needed services
- Provide person-centered one-on-one assistance and decision support to individuals
- Serve as a full service access point to all long-term supports and services
- Create formal relationships between and among the major pathways people travel while transitioning from one setting of care to another
- Ensure services adhere to the highest standards and produce measureable results

No Wrong Door for Citizens of New Hampshire

The ServiceLink Resource Center contractors will operate as a full service single access point for individuals to inquire about community long term supports and services. Individuals shall experience a streamlined eligibility determination, options counseling and enrollment process through standardized processes specified by the State of NH DHHS. The Aging and Disability Resource Centers will follow standardized processes established by NH DHHS for providing information, referrals and eligibility determinations so that individuals accessing the system at different locations experience a similar process and are provided a consistent core set of information about community Long Term Services and Supports options in the state. The Aging and Disability Resource Centers will assist and support an individual's applications for financial and functional assessments for public programs. The goal is that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options wherever they enter the system.

Contractors shall support the No Wrong Door by the following criteria:

- Coordinate with existing community long term support and service (LTSS) counseling entities and initiatives;

- Have access points where individuals can inquire about community LTSS and receive comprehensive information, eligibility determinations, community LTSS program options counseling, and enrollment assistance;
- Ensure that a consistent experience and core set of information is provided to all individuals;
- Coordinate both the financial and functional assessment and eligibility determination process from start to finish, utilizing a single contact for the individual;

Performance Measures

- Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS.
- Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance;
- The number of individuals diverted from nursing home/institutional settings;
- The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

Should Governor and Executive Council decide not to authorize this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates that it establish a system of community based information and referral services for elderly and chronically ill adults. This has the potential of incurring additional State funds for additional positions to take on the roles, responsibilities, and activities described above. The Department would be vulnerable to losing federal discretionary funds through the Balancing Incentive Program and the State Innovation Model Program, which both rely on the ServiceLink network as the platform for implementing the No Wrong Door model and Options Counseling Model. It is likely that admissions to nursing homes and hospitals would increase because there would be no statewide mechanism in the community to advise people of home and community based options and assist them to access these options. The unintended consequences would increase the State's Medicaid expenditures.

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website October 18, 2013, and notified potential bidders. The Department received eight (8) proposals. The evaluation committee recommended awarding agreements to all eight (8) Contractors. (See Bid Summary).

The proposal was evaluated and scored using a consensus model. Four Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included quality management, operational management and strategic planning over client services, and social work. Two Department staff, with over twenty years' experience as certificated accountants, evaluated the proposal's cost. (See Bid Summary)

The proposal and subsequently the contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 5, 2013
Page 4

Area Served: Statewide.

Source of Funds: 54% Federal funds and 46% General funds.

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

Respectfully submitted,



Sheri L. Rockburn
Acting Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

New Hampshire DHHS Contract Unit
 New Hampshire ServiceLink Program
 RFP 14-DHHS-DCBCS-BEAS-03
 Bid Summary

	Core Services	Maximum Possible Score	Technical Score	Cost Score	Total Score	Geographic Area to be Served
	Bidder		1250	104.35	1354.35	
1	Community Action Program Belknap and Merrimack Counties, Inc.		940	78	1018	Merrimack County
2	Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners		1158	80	1238	Strafford County
3	Croched Mountain Community Care, Inc.		1090	82.5	1172.5	Rockingham County
4	Easter Seals New Hampshire, Inc.		955	76	1031	Hillsborough County (excluding: 12 Cities and Towns in Western part of the County: Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor)
5	Grafton County Senior Citizens Council, Inc.		1125	78.5	1203.5	Grafton County, and two towns in Sullivan County (Grantham and Plainfield)
6	Lakes Region Partnership for Public Health, Inc.		1005	77.5	1082.5	Belknap and Carroll County
7	Monadnock Collaborative		1088	90	1178	Cheshire County, 12 Cities and towns in Western Hillsborough County (Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor) and all of Sullivan County (excluding two towns: Grantham and Plainfield)
8	Tri-County Community Action Program, Inc.		940	74	1014	Coos County

Technical Proposal Evaluation Team:

Carol Sideris, Director of Client Services
 Michael Kelly, Division of Community Based Care, Program Specialist – Quality Management Review
 Denise Pliska, Bureau of Elderly and Adult Services, District Office Supervisor of Adult Protection Services
 Patricia Jackson, Bureau of Homeless and Housing, Program Planning and Review Specialist

Cost Proposal Team:

Ann Driscoll, Bureau of Elderly and Adult Services, Administrator and Certified Public Accountant
 Donna Ferland, New Hampshire Hospital, Financial Manager and Certified Public Accountant