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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

129 PLEASANT STREET, CONCORD, NH 03301-3857

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February 11, 2013

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

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.

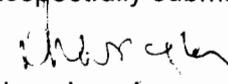
Area Served: See attached Bid Summary.

Source of Funds: 100% Federal funds.

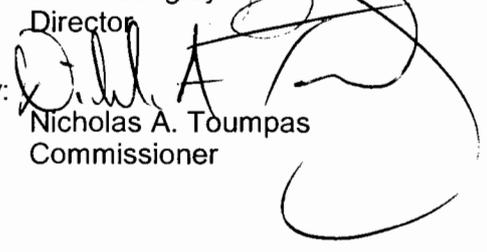
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
February 11, 2014
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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, Frankestown, 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, Frankestown, 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, Frankestown, 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

FINANCIAL DETAIL ATTACHMENT SHEET

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 | \$45,560.23 | \$0.00 | \$45,560.23 |
| 102-500734 | Contracts for Program Services | 2015 | \$73,886.01 | \$0.00 | \$73,886.01 |
| | | Subtotal | \$119,446.24 | \$0.00 | \$119,446.24 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$26,543.55 | \$0.00 | \$26,543.55 |
| 102-500734 | Contracts for Program Services | 2015 | \$50,596.11 | \$0.00 | \$50,596.11 |
| | | Subtotal | \$77,139.66 | \$0.00 | \$77,139.66 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$47,773.71 | \$0.00 | \$47,773.71 |
| 102-500734 | Contracts for Program Services | 2015 | \$113,874.54 | \$0.00 | \$113,874.54 |
| | | Subtotal | \$161,648.25 | \$0.00 | \$161,648.25 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$43,850.80 | \$0.00 | \$43,850.80 |
| 102-500734 | Contracts for Program Services | 2015 | \$85,235.23 | \$0.00 | \$85,235.23 |
| | | Subtotal | \$129,086.03 | \$0.00 | \$129,086.03 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$4,461.39 | \$0.00 | \$4,461.39 |
| 102-500734 | Contracts for Program Services | 2015 | \$8,452.96 | \$0.00 | \$8,452.96 |
| | | Subtotal | \$12,914.35 | \$0.00 | \$12,914.35 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$29,413.08 | \$0.00 | \$29,413.08 |
| 102-500734 | Contracts for Program Services | 2015 | \$68,229.34 | \$0.00 | \$68,229.34 |
| | | Subtotal | \$97,642.42 | \$0.00 | \$97,642.42 |

Monadnock Collaborative (Vendor # 159303)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$36,812.08 | \$0.00 | \$36,812.08 |
| 102-500734 | Contracts for Program Services | 2015 | \$77,025.44 | \$0.00 | \$77,025.44 |
| | | Subtotal | \$113,837.52 | \$0.00 | \$113,837.52 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2014 | \$18,583.97 | \$0.00 | \$18,583.97 |
| 102-500734 | Contracts for Program Services | 2015 | \$28,700.70 | \$0.00 | \$28,700.70 |
| | | Subtotal | \$47,284.67 | \$0.00 | \$47,284.67 |

| | | | |
|-------------------|---------------------|---------------|---------------------|
| Total 9565 | \$758,999.14 | \$0.00 | \$758,999.14 |
|-------------------|---------------------|---------------|---------------------|

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 | \$52,108.03 | \$0.00 | \$52,108.03 |
| 550-500398 | Assessment & Counseling | 2015 | \$102,351.27 | \$0.00 | \$102,351.27 |
| | | Subtotal | \$154,459.30 | \$0.00 | \$154,459.30 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$43,781.78 | \$0.00 | \$43,781.78 |
| 550-500398 | Assessment & Counseling | 2015 | \$96,117.28 | \$0.00 | \$96,117.28 |
| | | Subtotal | \$139,899.06 | \$0.00 | \$139,899.06 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$103,489.90 | \$0.00 | \$103,489.90 |
| 550-500398 | Assessment & Counseling | 2015 | \$293,917.84 | \$0.00 | \$293,917.84 |
| | | Subtotal | \$397,407.74 | \$0.00 | \$397,407.74 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$94,992.73 | \$0.00 | \$94,992.73 |
| 550-500398 | Assessment & Counseling | 2015 | \$219,997.83 | \$0.00 | \$219,997.83 |
| | | Subtotal | \$314,990.56 | \$0.00 | \$314,990.56 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$70,670.65 | \$0.00 | \$70,670.65 |
| 550-500398 | Assessment & Counseling | 2015 | \$187,172.17 | \$0.00 | \$187,172.17 |
| | | Subtotal | \$257,842.82 | \$0.00 | \$257,842.82 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$72,396.82 | \$0.00 | \$72,396.82 |
| 550-500398 | Assessment & Counseling | 2015 | \$117,724.75 | \$0.00 | \$117,724.75 |
| | | Subtotal | \$190,121.57 | \$0.00 | \$190,121.57 |

Monadnock Collaborative (Vendor # 159303)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$79,026.42 | \$0.00 | \$79,026.42 |
| 550-500398 | Assessment & Counseling | 2015 | \$159,456.44 | \$0.00 | \$159,456.44 |
| | | Subtotal | \$238,482.86 | \$0.00 | \$238,482.86 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|----------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398 | Assessment & Counseling | 2014 | \$39,245.63 | \$0.00 | \$39,245.63 |
| 550-500398 | Assessment & Counseling | 2015 | \$86,664.22 | \$0.00 | \$86,664.22 |
| | | Subtotal | \$125,909.85 | \$0.00 | \$125,909.85 |

| | | | |
|-------------------|-----------------------|---------------|-----------------------|
| Total 6180 | \$1,819,113.76 | \$0.00 | \$1,819,113.76 |
|-------------------|-----------------------|---------------|-----------------------|

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 (44.31% Federal Funds; 55.69% 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 | \$14,601.06 | \$0.00 | \$14,601.06 |
| 545-500387 | I & R Contracts | 2015 | \$21,531.35 | \$0.00 | \$21,531.35 |
| | | Subtotal | \$36,132.41 | \$0.00 | \$36,132.41 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$8,506.63 | \$0.00 | \$8,506.63 |
| 545-500387 | I & R Contracts | 2015 | \$14,744.37 | \$0.00 | \$14,744.37 |
| | | Subtotal | \$23,251.00 | \$0.00 | \$23,251.00 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$15,310.44 | \$0.00 | \$15,310.44 |
| 545-500387 | I & R Contracts | 2015 | \$33,184.53 | \$0.00 | \$33,184.53 |
| | | Subtotal | \$48,494.97 | \$0.00 | \$48,494.97 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$14,053.23 | \$0.00 | \$14,053.23 |
| 545-500387 | I & R Contracts | 2015 | \$24,838.66 | \$0.00 | \$24,838.66 |
| | | Subtotal | \$38,891.89 | \$0.00 | \$38,891.89 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$1,429.78 | \$0.00 | \$1,429.78 |
| 545-500387 | I & R Contracts | 2015 | \$2,463.30 | \$0.00 | \$2,463.30 |
| | | Subtotal | \$3,893.08 | \$0.00 | \$3,893.08 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$9,426.25 | \$0.00 | \$9,426.25 |
| 545-500387 | I & R Contracts | 2015 | \$19,882.92 | \$0.00 | \$19,882.92 |
| | | Subtotal | \$29,309.17 | \$0.00 | \$29,309.17 |

Monadnock Collaborative (Vendor # 159303)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$11,797.47 | \$0.00 | \$11,797.47 |
| 545-500387 | I & R Contracts | 2015 | \$22,446.22 | \$0.00 | \$22,446.22 |
| | | Subtotal | \$34,243.69 | \$0.00 | \$34,243.69 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|----------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387 | I & R Contracts | 2014 | \$5,955.76 | \$0.00 | \$5,955.76 |
| 545-500387 | I & R Contracts | 2015 | \$8,363.76 | \$0.00 | \$8,363.76 |
| | | Subtotal | \$14,319.52 | \$0.00 | \$14,319.52 |

| | | | |
|-------------------|---------------------|---------------|---------------------|
| Total 9255 | \$228,535.73 | \$0.00 | \$228,535.73 |
|-------------------|---------------------|---------------|---------------------|

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 (92% Federal Funds; 8% 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 | \$8,673.63 | \$0.00 | \$8,673.63 |
| 570-500928 | Family Caregiver | 2014 | \$22,651.86 | \$0.00 | \$22,651.86 |
| 072-500575 | Grants - Federal | 2015 | \$6,024.62 | \$0.00 | \$6,024.62 |
| 570-500928 | Family Caregiver | 2015 | \$41,218.00 | \$0.00 | \$41,218.00 |
| | | Subtotal | \$78,568.11 | \$0.00 | \$78,568.11 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$12,668.04 | \$0.00 | \$12,668.04 |
| 570-500928 | Family Caregiver | 2014 | \$8,750.00 | \$0.00 | \$8,750.00 |
| 072-500575 | Grants - Federal | 2015 | \$7,542.24 | \$0.00 | \$7,542.24 |
| 570-500928 | Family Caregiver | 2015 | \$16,500.00 | \$0.00 | \$16,500.00 |
| | | Subtotal | \$45,460.28 | \$0.00 | \$45,460.28 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$36,806.11 | \$0.00 | \$36,806.11 |
| 570-500928 | Family Caregiver | 2014 | \$13,380.27 | \$0.00 | \$13,380.27 |
| 072-500575 | Grants - Federal | 2015 | \$27,159.99 | \$22,264.00 | \$49,423.99 |
| 570-500928 | Family Caregiver | 2015 | \$40,961.98 | \$0.00 | \$40,961.98 |
| | | Subtotal | \$118,308.35 | \$22,264.00 | \$140,572.35 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$33,783.79 | \$0.00 | \$33,783.79 |
| 570-500928 | Family Caregiver | 2014 | \$19,587.04 | \$0.00 | \$19,587.04 |
| 072-500575 | Grants - Federal | 2015 | \$20,329.29 | \$0.00 | \$20,329.29 |
| 570-500928 | Family Caregiver | 2015 | \$38,621.06 | \$0.00 | \$38,621.06 |
| | | Subtotal | \$112,321.18 | \$0.00 | \$112,321.18 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$38,042.87 | \$14,844.00 | \$52,886.87 |
| 570-500928 | Family Caregiver | 2014 | \$22,447.49 | \$0.00 | \$22,447.49 |
| 072-500575 | Grants - Federal | 2015 | \$23,721.48 | \$0.00 | \$23,721.48 |
| 570-500928 | Family Caregiver | 2015 | \$47,532.85 | \$0.00 | \$47,532.85 |
| | | Subtotal | \$131,744.69 | \$14,844.00 | \$146,588.69 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$27,584.85 | \$26,863.00 | \$54,447.85 |
| 570-500928 | Family Caregiver | 2014 | \$38,988.00 | \$0.00 | \$38,988.00 |
| 072-500575 | Grants - Federal | 2015 | \$8,609.99 | \$65,327.00 | \$73,936.99 |
| 570-500928 | Family Caregiver | 2015 | \$78,360.00 | \$0.00 | \$78,360.00 |
| | | Subtotal | \$153,542.84 | \$92,190.00 | \$245,732.84 |

Monadnock Collaborative (Vendor # 159303)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$27,953.64 | \$37,697.00 | \$65,650.64 |
| 570-500928 | Family Caregiver | 2014 | \$34,453.80 | \$0.00 | \$34,453.80 |
| 072-500575 | Grants - Federal | 2015 | \$13,205.70 | \$114,224.00 | \$127,429.70 |
| 570-500928 | Family Caregiver | 2015 | \$70,338.63 | \$0.00 | \$70,338.63 |
| | | Subtotal | \$145,951.77 | \$151,921.00 | \$297,872.77 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|----------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575 | Grants - Federal | 2014 | \$13,743.26 | \$3,100.00 | \$16,843.26 |
| 570-500928 | Family Caregiver | 2014 | \$11,902.00 | \$0.00 | \$11,902.00 |
| 072-500575 | Grants - Federal | 2015 | \$8,497.43 | \$0.00 | \$8,497.43 |
| 570-500928 | Family Caregiver | 2015 | \$23,410.00 | \$0.00 | \$23,410.00 |
| | | Subtotal | \$57,552.69 | \$3,100.00 | \$60,652.69 |

| | | | |
|-------------------|---------------------|---------------------|-----------------------|
| Total 7872 | \$843,449.91 | \$284,319.00 | \$1,127,768.91 |
|-------------------|---------------------|---------------------|-----------------------|

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 | \$11,445.94 | \$2,944.00 | \$14,389.94 |
| 102-500731 | Contracts for Program Services | 2015 | \$21,299.00 | \$4,989.00 | \$26,288.00 |
| | | Subtotal | \$32,744.94 | \$7,933.00 | \$40,677.94 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$10,913.00 | \$0.00 | \$10,913.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$17,986.00 | \$0.00 | \$17,986.00 |
| | | Subtotal | \$28,899.00 | \$0.00 | \$28,899.00 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$7,008.59 | \$1,262.00 | \$8,270.59 |
| 102-500731 | Contracts for Program Services | 2015 | \$18,304.16 | \$1,557.00 | \$19,861.16 |
| | | Subtotal | \$25,312.75 | \$2,819.00 | \$28,131.75 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$14,911.91 | \$0.00 | \$14,911.91 |
| 102-500731 | Contracts for Program Services | 2015 | \$25,948.65 | \$0.00 | \$25,948.65 |
| | | Subtotal | \$40,860.56 | \$0.00 | \$40,860.56 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$11,052.67 | \$0.00 | \$11,052.67 |
| 102-500731 | Contracts for Program Services | 2015 | \$21,519.85 | \$0.00 | \$21,519.85 |
| | | Subtotal | \$32,572.52 | \$0.00 | \$32,572.52 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$21,164.00 | \$0.00 | \$21,164.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$46,976.00 | \$0.00 | \$46,976.00 |
| | | Subtotal | \$68,140.00 | \$0.00 | \$68,140.00 |

Monadnock Collaborative (Vendor # 159303)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$42,112.84 | \$0.00 | \$42,112.84 |
| 102-500731 | Contracts for Program Services | 2015 | \$79,020.32 | \$0.00 | \$79,020.32 |
| | | Subtotal | \$121,133.16 | \$0.00 | \$121,133.16 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$6,371.15 | \$0.00 | \$6,371.15 |
| 102-500731 | Contracts for Program Services | 2015 | \$11,087.20 | \$0.00 | \$11,087.20 |
| | | Subtotal | \$17,458.35 | \$0.00 | \$17,458.35 |

| | | | |
|-------------------|---------------------|--------------------|---------------------|
| Total 8925 | \$367,121.28 | \$10,752.00 | \$377,873.28 |
|-------------------|---------------------|--------------------|---------------------|

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 (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 | \$17,946.00 | \$0.00 | \$17,946.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$39,297.00 | \$0.00 | \$39,297.00 |
| | | Subtotal | \$57,243.00 | \$0.00 | \$57,243.00 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$10,813.00 | \$0.00 | \$10,813.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$22,310.00 | \$0.00 | \$22,310.00 |
| | | Subtotal | \$33,123.00 | \$0.00 | \$33,123.00 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$11,573.94 | \$0.00 | \$11,573.94 |
| 102-500731 | Contracts for Program Services | 2015 | \$28,381.00 | \$0.00 | \$28,381.00 |
| | | Subtotal | \$39,954.94 | \$0.00 | \$39,954.94 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$8,499.81 | \$0.00 | \$8,499.81 |
| 102-500731 | Contracts for Program Services | 2015 | \$10,396.97 | \$0.00 | \$10,396.97 |
| | | Subtotal | \$18,896.78 | \$0.00 | \$18,896.78 |

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$9,460.04 | \$0.00 | \$9,460.04 |
| 102-500731 | Contracts for Program Services | 2015 | \$12,173.50 | \$0.00 | \$12,173.50 |
| | | Subtotal | \$21,633.54 | \$0.00 | \$21,633.54 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$16,869.00 | \$0.00 | \$16,869.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$42,224.00 | \$0.00 | \$42,224.00 |
| | | Subtotal | \$59,093.00 | \$0.00 | \$59,093.00 |

Monadnock Collaborative (Vendor # 159303)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$21,800.22 | \$0.00 | \$21,800.22 |
| 102-500731 | Contracts for Program Services | 2015 | \$43,915.78 | \$0.00 | \$43,915.78 |
| | | Subtotal | \$65,716.00 | \$0.00 | \$65,716.00 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$9,688.86 | \$0.00 | \$9,688.86 |
| 102-500731 | Contracts for Program Services | 2015 | \$12,026.06 | \$0.00 | \$12,026.06 |
| | | Subtotal | \$21,714.92 | \$0.00 | \$21,714.92 |

| | | | |
|-------------------|---------------------|---------------|---------------------|
| Total 3317 | \$317,375.18 | \$0.00 | \$317,375.18 |
|-------------------|---------------------|---------------|---------------------|

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 | \$0.00 | \$0.00 | \$0.00 |
| | | Subtotal | \$0.00 | \$0.00 | \$0.00 |

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

| 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 |
| | | Subtotal | \$0.00 | \$0.00 | \$0.00 |

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

| 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 | \$5,652.00 | \$5,652.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$0.00 | \$2,329.00 | \$2,329.00 |
| | | Subtotal | \$0.00 | \$7,981.00 | \$7,981.00 |

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

| 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 |
| | | Subtotal | \$0.00 | \$0.00 | \$0.00 |

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

| 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 | \$7,964.00 | \$7,964.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$0.00 | \$2,654.00 | \$2,654.00 |
| | | Subtotal | \$0.00 | \$10,618.00 | \$10,618.00 |

Lakes Region Partnership for Public Health (Vendor # 165635)

| 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 | \$6,603.00 | \$6,603.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$0.00 | \$4,916.00 | \$4,916.00 |
| | | Subtotal | \$0.00 | \$11,519.00 | \$11,519.00 |

Monadnock Collaborative (Vendor # 159303)

| 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 |
| | | Subtotal | \$0.00 | \$0.00 | \$0.00 |

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

| Class/Account | Contracts for Program Svcs | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2014 | \$0.00 | \$4,343.00 | \$4,343.00 |
| 102-500731 | Contracts for Program Services | 2015 | \$0.00 | \$1,467.00 | \$1,467.00 |
| | | Subtotal | \$0.00 | \$5,810.00 | \$5,810.00 |

| | | | |
|-------------------|---------------|--------------------|--------------------|
| Total 8888 | \$0.00 | \$35,928.00 | \$35,928.00 |
|-------------------|---------------|--------------------|--------------------|

| Account Name | Account # | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---|-----------|-------------------------|------------------------------|-------------------------|
| ServiceLink | 9565 | \$758,999.14 | \$0.00 | \$758,999.14 |
| Assessment and Counseling | 6180 | \$1,819,113.76 | \$0.00 | \$1,819,113.76 |
| Social Services Block Grant: Information and Referral | 9255 | \$228,535.73 | \$0.00 | \$228,535.73 |
| Caregiver | 7872 | \$843,449.91 | \$284,319.00 | \$1,127,768.91 |
| Medical Service Grants: SHIP | 8925 | \$367,121.28 | \$10,752.00 | \$377,873.28 |
| Administration on Aging Service Grant: SMPP | 3317 | \$317,375.18 | \$0.00 | \$317,375.18 |
| Administration on Aging Service Grant: MIPPA | 8888 | \$0.00 | \$35,928.00 | \$35,928.00 |
| Summary of Totals | | \$4,334,595.00 | \$330,999.00 | \$4,665,594.00 |
| Grand Total SFY14 | | \$1,492,839.01 | \$111,272.00 | \$1,604,111.01 |
| Grand Total SFY15 | | \$2,841,755.99 | \$219,727.00 | \$3,061,482.99 |
| Total Contract | | \$4,334,595.00 | \$330,999.00 | \$4,665,594.00 |



**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 A. Ford
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.

Contractor Initials: AE
 Date: 2/10/19



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.

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

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

Budget Request for: SHIP Trainer
(Name of Program)

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Reimbursement to be Requested by Bidder/Contractor Share | | |
|--|--------------------|----------|-------------|--------------------------|----------|-------|--|----------|-------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 2,101.00 | \$ - | \$ 2,101.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,101.00 |
| 2. Employee Benefits | \$ 343.00 | \$ - | \$ 343.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 343.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500.00 |
| 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. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 2,944.00 | \$ - | \$ 2,944.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,944.00 |

Indirect As A Percent of Direct 0.0%

Contractor Initials: *R-A*
Date: *2/10/14*

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: SHP Trainer
 (Name of Program)

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

| Line Item | Total Program Cost | | Construction Starts / Month | | | | Noncapital Expenditures to be Financed by Bonds / Contract Shares | | | |
|--|--------------------|---------|-----------------------------|-------|-------|-------|---|---------|-------------|--|
| | Amount | Percent | Month | Month | Month | Month | Amount | Percent | Year | |
| 1. Total Salary/Wages | \$ 4,202.00 | | \$ 4,202.00 | | | | \$ 4,202.00 | | \$ 4,202.00 | |
| 2. Employee Benefits | \$ 687.00 | | \$ 687.00 | | | | \$ 687.00 | | \$ 687.00 | |
| 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 | \$ - | | \$ - | | | | \$ - | | \$ - | |
| Telephone | \$ - | | \$ - | | | | \$ - | | \$ - | |
| Postage | \$ - | | \$ - | | | | \$ - | | \$ - | |
| Subscriptions | \$ - | | \$ - | | | | \$ - | | \$ - | |
| Audit and Legal | \$ - | | \$ - | | | | \$ - | | \$ - | |
| Insurance | \$ - | | \$ - | | | | \$ - | | \$ - | |
| Board Expenses | \$ - | | \$ - | | | | \$ - | | \$ - | |
| 9. Software | \$ - | | \$ - | | | | \$ - | | \$ - | |
| 10. Marketing/Communications | \$ - | | \$ - | | | | \$ - | | \$ - | |
| 11. Staff Education and Training | \$ - | | \$ - | | | | \$ - | | \$ - | |
| 12. Subcontracts/Agreements | \$ - | | \$ - | | | | \$ - | | \$ - | |
| 13. Other (specific details mandatory) | \$ - | | \$ - | | | | \$ - | | \$ - | |
| TOTAL | \$ 4,889.00 | | \$ 4,889.00 | | | | \$ 4,889.00 | | \$ 4,889.00 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: *pe*
 Date: *2/10/14*

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

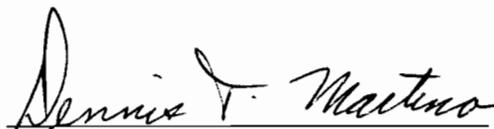
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar 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 12/12/13, 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 10th day of February, 20 14.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 10th day of February, 20 14, before me, James W. Sudak 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.


James W. Sudak, Justice of the Peace
Notary Public/Justice of the Peace

Commission Expiration Date:

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

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:*

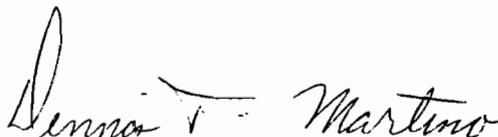
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division 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 12, 2013, and has not been amended or revoked and remains in effect as of the date listed below.

2/10/14

Date



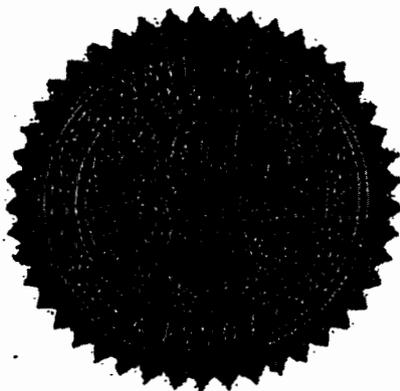
Dennis T. Martino
Secretary/Clerk

SEAL

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2013

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).

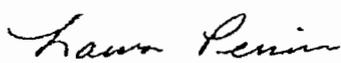
| | | | |
|---|--|--|--------------|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A Arch Ins Co | NAIC # 11150 |
| | | INSURER B QBE Insurance Corp | 39217 |
| | | INSURER C Hanover Ins Group | |
| | | INSURER D N.H.M.M. JUA | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 13-14 All lines REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | NCPKG0226601 | 6/17/2013 | 6/17/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NCAUT0226601 | 6/17/2013 | 6/17/2014 | 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 | | | NCUMB0226601 | 6/17/2013 | 6/17/2014 | 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 | | QWC3000372 (3a.) NH All officers included | 6/17/2013 | 6/17/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 | 3/27/2013 | 3/27/2014 | \$400,000 |
| D | Professional | | | NHJUA11882 | 12/30/2012 | 12/30/2013 | \$1,000,000 |

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

| | |
|--|---|
| CERTIFICATE HOLDER NH Dept of Health & Human Services Bureau of Elderly & Adult Services 129 Pleasant Street, Brown Bld Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Laura Perrin/JSC  |

Financial Statements

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

**FOR THE YEARS ENDED FEBRUARY 28, 2013 AND 2012
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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*Leone,
McDonnell
& Roberts*

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors
Community Action Program of 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 of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2013 and February 29, 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 of Belknap-Merrimack Counties, Inc. as of February 28, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 10, 2013, on our consideration of Community Action Program of 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 of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone, McDonnell + Roberts
Professional Association*

October 10, 2013
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2013 AND FEBRUARY 29, 2012

| | <u>ASSETS</u> | |
|---|-----------------------------------|----------------------|
| | <u>2013</u> | <u>2012</u> |
| CURRENT ASSETS | | |
| Cash | \$ 1,205,452 | \$ 2,027,864 |
| Accounts receivable | 3,484,861 | 3,431,174 |
| Prepaid expenses | 424,367 | 527,020 |
| Total current assets | <u>5,114,680</u> | <u>5,986,058</u> |
| PROPERTY | | |
| Land and buildings | 4,618,289 | 4,618,289 |
| Equipment | 5,935,585 | 5,909,477 |
| | 10,553,874 | 10,527,766 |
| Less accumulated depreciation | <u>(5,928,189)</u> | <u>(5,492,531)</u> |
| Property, net | <u>4,625,685</u> | <u>5,035,235</u> |
| OTHER ASSETS | | |
| Investments | 82,419 | 74,291 |
| Due from related party | 139,441 | 139,441 |
| Total other assets | <u>221,860</u> | <u>213,732</u> |
| TOTAL ASSETS | <u>\$ 9,962,225</u> | <u>\$ 11,235,025</u> |
| | <u>LIABILITIES AND NET ASSETS</u> | |
| CURRENT LIABILITIES | | |
| Current portion of notes payable | \$ 129,407 | \$ 122,029 |
| Accounts payable | 2,022,052 | 2,442,548 |
| Accrued expenses | 1,179,626 | 1,149,313 |
| Refundable advances | 1,070,024 | 1,504,542 |
| Total current liabilities | 4,401,109 | 5,218,432 |
| LONG TERM LIABILITIES | | |
| Notes payable, less current portion shown above | <u>1,744,319</u> | <u>1,871,566</u> |
| Total liabilities | <u>6,145,428</u> | <u>7,089,998</u> |
| NET ASSETS | | |
| Unrestricted | 2,909,675 | 3,127,371 |
| Temporarily restricted | 907,122 | 1,017,656 |
| Total net assets | <u>3,816,797</u> | <u>4,145,027</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 9,962,225</u> | <u>\$ 11,235,025</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2013
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 29, 2012

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2013 Total</u> | <u>2012 Total</u> |
|--|---------------------|-----------------------------------|-----------------------|-----------------------|
| REVENUES AND OTHER SUPPORT | | | | |
| Grant awards | \$ 19,545,688 | | \$ 19,545,688 | \$ 21,051,500 |
| Other funds | 3,708,706 | \$ 2,333,637 | 6,042,343 | 6,269,875 |
| In-kind | 1,066,723 | | 1,066,723 | 1,143,537 |
| United Way | 150,918 | | 150,918 | 145,880 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Total revenues and other support | 24,472,035 | 2,333,637 | 26,805,672 | 28,610,792 |
| NET ASSETS RELEASED FROM RESTRICTIONS | | | | |
| | <u>2,444,171</u> | <u>(2,444,171)</u> | <hr/> | <hr/> |
| Total | <u>26,916,206</u> | <u>(110,534)</u> | <u>26,805,672</u> | <u>28,610,792</u> |
| EXPENSES | | | | |
| Compensation | 8,633,277 | | 8,633,277 | 9,208,281 |
| Payroll taxes and benefits | 2,245,454 | | 2,245,454 | 2,305,424 |
| Travel | 318,080 | | 318,080 | 334,076 |
| Occupancy | 1,191,059 | | 1,191,059 | 1,144,249 |
| Program services | 11,379,654 | | 11,379,654 | 11,588,545 |
| Other costs | 1,780,824 | | 1,780,824 | 2,549,575 |
| Depreciation | 518,831 | | 518,831 | 529,623 |
| In-kind | 1,066,723 | | 1,066,723 | 1,143,538 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Total expenses | <u>27,133,902</u> | <hr/> | <u>27,133,902</u> | <u>28,803,311</u> |
| CHANGE IN NET ASSETS | (217,696) | (110,534) | (328,230) | (192,519) |
| NET ASSETS - BEGINNING OF YEAR | <u>3,127,371</u> | <u>1,017,656</u> | <u>4,145,027</u> | <u>4,337,546</u> |
| NET ASSETS - END OF YEAR | <u>\$ 2,909,675</u> | <u>\$ 907,122</u> | <u>\$ 3,816,797</u> | <u>\$ 4,145,027</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2013 AND FEBRUARY 29, 2012

| | <u>2013</u> | <u>2012</u> |
|--|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ (328,230) | \$ (192,519) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 518,831 | 529,623 |
| Donated equipment | 26,080 | - |
| Gain on sale of property | (3,242) | (19,068) |
| (Increase) decrease in current assets: | | |
| Accounts receivable | (53,687) | 1,195,179 |
| Prepaid expenses | 102,653 | (88,703) |
| Increase (decrease) in current liabilities: | | |
| Accounts payable | (420,496) | (112,608) |
| Accrued expenses | 30,313 | 153,178 |
| Refundable advances | <u>(434,518)</u> | <u>(245,677)</u> |
| NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES | <u>(562,296)</u> | <u>1,219,405</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Additions to property | (139,369) | (464,455) |
| Investment in partnership | (8,128) | (6,362) |
| Proceeds from sale of property | <u>7,250</u> | <u>20,000</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(140,247)</u> | <u>(450,817)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Repayment of long term debt | <u>(119,869)</u> | <u>(131,193)</u> |
| NET CASH USED IN FINANCING ACTIVITIES | <u>(119,869)</u> | <u>(131,193)</u> |
| NET (DECREASE) INCREASE IN CASH | (822,412) | 637,395 |
| CASH BALANCE, BEGINNING OF YEAR | <u>2,027,864</u> | <u>1,390,469</u> |
| CASH BALANCE, END OF YEAR | <u>\$ 1,205,452</u> | <u>\$ 2,027,864</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | <u>\$ 116,248</u> | <u>\$ 122,905</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2013

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.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2013 the Organization had no permanently restricted net assets and temporarily restricted net assets of \$907,122.

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 29, 2012, 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 of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2009.

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 income tax returns for the years (2009 through 2012), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property is recorded at cost, except for donated assets, which are recorded at 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 and office furniture | 7 years |
| Vehicles | 5 years |
| Computer hardware and software | 3 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. Community Action Program Belknap-Merrimack Counties, Inc. 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.

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.

Advertising

The Organization expenses advertising costs as incurred.

2. 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 \$1,070,024 as of February 28, 2013.

3. 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, 2013 was \$368,026.

4. 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, 2013, the annual lease expense for the leased facilities was \$525,767.

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

| <u>Year Ended February 28</u> | <u>Amount</u> |
|-----------------------------------|-------------------|
| 2014 | \$ 149,815 |
| 2015 | <u>33,631</u> |
| Total | <u>\$ 183,446</u> |

5. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$446,087 at February 28, 2013.

6. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2013:

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. \$ 1,300,888

Note payable to a bank in monthly installments for principal and interest of \$4,494 through April, 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, 2013. 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. 447,321

| | |
|--|---------------------|
| 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. | 103,802 |
| 4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through September, 2031. The note is secured by property of the Organization for Franklin Community Services building. | <u>21,715</u> |
| Total | 1,873,726 |
| Less amounts due within one year | <u>129,407</u> |
| Long term portion | <u>\$ 1,744,319</u> |

The scheduled maturities of long term debt as of February 28, 2013 were as follows:

| <u>Year Ending February 28</u> | <u>Amount</u> |
|------------------------------------|---------------------|
| 2014 | \$ 129,407 |
| 2015 | 137,236 |
| 2016 | 145,551 |
| 2017 | 154,380 |
| 2018 | 163,753 |
| Thereafter | <u>1,143,399</u> |
| | <u>\$ 1,873,726</u> |

7. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2013:

| | |
|---------------------------|----------------------|
| Land | \$ 168,676 |
| Building and improvements | 4,449,613 |
| Equipment | <u>5,935,585</u> |
| | <u>\$ 10,553,874</u> |

Depreciation expense for the year ended February 28, 2013 was \$518,831.

8. **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, 2013. Monitoring has not indicated any discrepancies.

9. **CONCENTRATION OF RISK**

For the year ended February 28, 2013, approximately \$11,301,000 (42%) 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, 2013, 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, 2013, there were no deposits in excess of the uninsured limits.

10. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2013, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

| | | |
|---|-----------|-----------------------|
| Agency Fuel Assistance Program | \$ | 31,029 |
| Nutrition and Elder Services | | 604,678 |
| Caring Fund | | 14,709 |
| Common Pantry | | 7,135 |
| Software Program-FAP/EAP | | 781 |
| Senior Center | | 122,102 |
| Agency Head Start | | 106,508 |
| Agency Family Planning and Prenatal Program | | 9,043 |
| NH Food Pantry Coalition | | 663 |
| Agency Senior Companion Program | | 5,404 |
| NH Rotary Food Challenge | | <u>5,070</u> |
| | \$ | <u>907,122</u> |

11. **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 | \$ 8,206,340 | \$ 426,937 | \$ 8,633,277 |
| Benefits and payroll taxes | 2,126,957 | 118,497 | 2,245,454 |
| Travel | 315,110 | 2,970 | 318,080 |
| Occupancy | 1,092,178 | 98,881 | 1,191,059 |
| Program services | 11,379,654 | | 11,379,654 |

| | | | |
|---------------------------------------|----------------------|-------------------|----------------------|
| Other costs: | | | |
| Accounting fees | 18,290 | 29,844 | 48,134 |
| Legal fees | 9,264 | 1,452 | 10,716 |
| Supplies | 243,980 | 28,746 | 272,726 |
| Postage and shipping | 59,575 | 994 | 60,569 |
| Equipment rental and maintenance | 17,367 | 694 | 18,061 |
| Printing and publications | 5,282 | 49 | 5,331 |
| Conferences, conventions and meetings | 2,790 | 13,888 | 16,678 |
| Interest | 108,936 | 7,312 | 116,248 |
| Insurance | 183,556 | 32,212 | 215,768 |
| Membership fees | 9,356 | 11,126 | 20,482 |
| Utility and maintenance | 5,868 | 56,739 | 62,607 |
| Other | 911,807 | 21,697 | 933,504 |
| Depreciation | 512,250 | 6,581 | 518,831 |
| In kind | <u>1,066,723</u> | | <u>1,066,723</u> |
| | <u>\$ 26,275,283</u> | <u>\$ 858,619</u> | <u>\$ 27,133,902</u> |

12. **RELATED PARTY TRANSACTIONS**

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

Related Party

Function

CAPBMC Development Corporation

Real Estate Development

Development Service Agreement

Community Action Program Belknap – Merrimack Counties, Inc. has a development services agreement with Sandy Ledge Limited Partnership whose purpose is to acquire, rehabilitate and operate a qualified low-income apartment building as defined by Internal Revenue Code Section 42. CAPBMC Development Corporation is the general partner in Sandy Ledge Limited Partnership. The agreement called for payment of services in the amount of \$194,000. The amount due from Sandy Ledge Limited Partnership at February 28, 2013 totaled \$139,441.

13. **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.

14. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 28, 2013 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$47,419 at February 28, 2013.

ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with 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, 2013, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

| | |
|--|------------------|
| Beginning balance – mutual funds (at fair value) | \$ 39,291 |
| Total gains or (losses) - realized /unrealized | 4,815 |
| Purchases | <u>3,313</u> |
| Ending Balance – mutual funds | <u>\$ 47,419</u> |

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

| | |
|---|------------------|
| Beginning balance (at fair value) | \$ 35,000 |
| Total gains or (losses) - realized/unrealized | <u>-</u> |
| Ending Balance | <u>\$ 35,000</u> |

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

15. **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, and the NH Rotary Food Challenge. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

16. **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the balance sheet 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 balance sheet date, but arose after that date. Management has evaluated subsequent events through October 10, 2013, 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 FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2013

| FEDERAL GRANTOR/ PROGRAM TITLE | CFDA NUMBER | PASS THROUGH GRANTOR NUMBER | <u>EXPENDITURES</u> |
|---|----------------|--------------------------------------|---------------------|
| <u>US DEPT. OF HEALTH AND HUMAN SERVICES</u> | | | |
| Head Start | 93.600 | N/A | \$ 3,703,275 |
| Through State of New Hampshire | | | |
| Weatherization-HRRP | 93.568 | | 82,023 |
| Fuel Assistance | 93.568 | 611001 | 4,409,813 |
| Fuel Assistance-SEAS | 93.044 | 611001 | 6,729 |
| Title III Part C | 93.045 | 410338 | 902,541 |
| Community Services Block Grant | 93.569 | 610155 | 412,049 |
| Community Services Block Grant Discretionary | 93.570 | | 24,240 |
| Title XX - Block Grant | 93.667 | 410338 | 558,596 |
| Family Planning | 93.217 | 610237 | 121,249 |
| Family Planning | 93.558 | 610237 | 38,619 |
| Family Planning | 93.940 | 610237 | 4,710 |
| Public Health Network - (ID-PICS) | 93.069 | | 39,812 |
| Public Health Network - (ID-PICS) | 93.283 | | 3,927 |
| Public Health Network - (ID-PICS) | 93.268 | | 11,484 |
| Title III Part B Rural Transportation | 93.044 | 410338 | 258,053 |
| TANF - Home Visiting | 93.558 | N/A | 2,281 |
| Home Visiting New Hampshire | 93.505 | | 32,417 |
| Prenatal | 93.994 | 520243 | 26,167 |
| Merrimack County Service Link Program | 93.778 | N/A | 91,317 |
| Merrimack County Service Link Program | 93.052 | N/A | 20,572 |
| Merrimack County Service Link Program | 93.667 | N/A | 8,231 |
| Merrimack County Service Link Program | 93.048 | N/A | 7,545 |
| Merrimack County Service Link Program | 93.779 | N/A | 19,333 |
| Elder Services/NSIP | 93.053 | 410338 | 222,944 |
| Through Southern New Hampshire Services | | | |
| Workplace Success | 93.558 | N/A | 280,809 |
| Through Lakes Region Partnership for Public Health | | | |
| MIPPA | 93.518 | | 4,875 |
| MIPPA | 93.779 | | 1,625 |
| MIPPA | 93.791 | | 5,725 |
| | | | <u>11,300,961</u> |
| <u>US DEPARTMENT OF AGRICULTURE</u> | | | |
| Through State of New Hampshire | | | |
| WIC | 10.557 | 611080 | 823,408 |
| CSFP | 10.565 | 611080 | 1,032,566 |
| Senior Farmers Market | 10.576 | | 93,364 |
| Surplus Food-TEFAP/Admin | 10.568 | N/A | 105,577 |
| Surplus Food-TEFAP | 10.569 | N/A | 1,072,985 |
| CACF Head Start/USDA | 10.558 | N/A | 195,295 |
| Summer Food-USDA | 10.559 | | 136,863 |
| | | | <u>3,460,058</u> |
| <u>CORPORATION FOR NATIONAL SERVICES</u> | | | |
| Senior Companion | 94.016 | N/A | <u>398,054</u> |

US DEPARTMENT OF TRANSPORTATION

Through State of New Hampshire

| | | | |
|-----------------------------------|--------|-------|---------|
| Concord Area Transit | 20.509 | | 481,406 |
| Concord Area Transit-New Freedom | 20.521 | | 2,546 |
| Concord Area Transit-JARC | 20.516 | | 67,074 |
| Winnepesaukee Transit System | 20.509 | 68022 | 63,324 |
| ARRA-Winnepesaukee Transit System | 20.509 | | 7,882 |
| ARRA-Concord Area Transit | 20.509 | | 8,670 |
| ARRA-Concord Area Transit-JARC | 20.516 | | 7,094 |
| 5309 Capital Advance | 20.500 | | 1,491 |

Through County of Merrimack

| | | | |
|--------------------------|--------|--|---------------|
| Volunteer Driver Program | 20.513 | | 32,278 |
| | | | <hr/> 671,765 |

US DEPARTMENT OF JUSTICE

Through State of New Hampshire

| | | | |
|----------------------------|--------|--|--------|
| ARRA-Therapeutic Classroom | 16.801 | | 21,102 |
|----------------------------|--------|--|--------|

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

| | | | |
|----------------------------------|--------|--|---------|
| Statewide Lead Abatement Program | 14.900 | | 737,642 |
|----------------------------------|--------|--|---------|

Through State of New Hampshire

| | | | |
|---|--------|-----|-----------------|
| ESG - New Start/Outreach Program | 14.235 | N/A | 162,051 |
| Homeless Prevention | 14.235 | N/A | 13,072 |
| ARRA-Homeless Prevention & Rapid Re-housing | 14.257 | | 83,864 |
| Supportive Housing Services | 14.235 | | 66,429 |
| | | | <hr/> 1,063,058 |

US DEPARTMENT OF ENERGY

Through State of New Hampshire

| | | | |
|------------------------|--------|--------|---------------|
| Weatherization | 81.042 | 551896 | 121,870 |
| ARRA-Weatherization | 81.042 | | 315,051 |
| MH Park Weatherization | 81.042 | N/A | 261,052 |
| | | | <hr/> 697,973 |

US DEPARTMENT OF LABOR

Through State of New Hampshire

| | | | |
|-------------------------------------|--------|--------|---------|
| Senior Community Service Employment | 17.235 | 610063 | 540,614 |
|-------------------------------------|--------|--------|---------|

Through Southern New Hampshire Services

| | | | |
|-------------------------------|--------|-----|---------------|
| WIA-Adult Program | 17.258 | N/A | 110,544 |
| WIA-Dislocated Worker Program | 17.260 | N/A | 113,650 |
| | | | <hr/> 764,808 |

Homeland Security

Through State of New Hampshire

| | | | |
|--|--------|-----|-------|
| Emergency Management Performance Grant | 97.042 | N/A | 8,281 |
|--|--------|-----|-------|

Through United Way

| | | | |
|------------------------------------|--------|-----|-------------|
| Emergency Food and Shelter Program | 97.024 | N/A | 1,362 |
| | | | <hr/> 9,643 |

TOTAL AWARDS EXPENDED

\$ 18,387,422

NOTE A - BASIS OF PRESENTATION

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

COMMUNITY ACTION PROGRAM OF 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 of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2013, 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 10, 2013.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material

weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program of 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.

Leane, McDonnell + Roberts
Professional Association

October 10, 2013
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF 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 of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program of 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 of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2013. Community Action Program of 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.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program of 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 of 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 of Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program of 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, 2013.

Report on Internal Control Over Compliance

Management of Community Action Program of 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 of 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 of 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 10, 2013
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2013**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. No material weaknesses or significant deficiencies relating to 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*.
3. No instances of noncompliance material to the financial statements of Community Action Program of 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 during the audit 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*.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of 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 under Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.600 Head Start
 - 93.045 Title III Part C
 - 93.044 Title III Part B
 - 93.053 Elder Services/Nutrition Service Incentive Program
 - 93.569 Community Services Block Grant
 - 93.667 Title XX Block Grant
 - 14.900 Statewide Lead Abatement Program
 - 14.235 Supportive Housing Services
 - 81.042 Weatherization
 - 81.042 ARRA Weatherization
 - 17.235 Senior Community Service Employment
 - 17.258 WIA – Adult Program
 - 17.260 WIA – Dislocated Worker Program
8. The threshold for distinguishing Type A and B programs was \$300,000.
9. Community Action Program of 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 EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Grant Period</u> <u>10/1/12-9/30/12</u> | <u>Grant Period</u> <u>10/1/12-9/30/13</u> | <u>Total</u> |
|-----------------------------|---|---|---------------------|
| Revenues | | | |
| Division of Human Resources | \$ 1,097,863 | \$ 3,311,950 | \$ 4,409,813 |
| Other | <u>7,822</u> | <u> </u> | <u>7,822</u> |
| | <u>\$ 1,105,685</u> | <u>\$ 3,311,950</u> | <u>\$ 4,417,635</u> |
| | | | |
| Expenditures | | | |
| Personnel | \$ 214,574 | \$ 106,025 | \$ 320,599 |
| Fringe benefits | 29,868 | 17,949 | 47,817 |
| Travel | 3,403 | 2,099 | 5,502 |
| Occupancy | 28,818 | 24,972 | 53,790 |
| Direct program costs | 794,872 | 3,132,651 | 3,927,523 |
| Other costs | <u>34,150</u> | <u>28,254</u> | <u>62,404</u> |
| | <u>\$ 1,105,685</u> | <u>\$ 3,311,950</u> | <u>\$ 4,417,635</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Grant Period</u> <u>7/1/11 - 6/30/12</u> | <u>Grant Period</u> <u>7/1/12 - 6/30/13</u> | <u>Total</u> |
|-----------------------------------|--|--|-------------------|
| Revenues | | | |
| Corporation for National Services | \$ <u>126,509</u> | \$ <u>271,545</u> | \$ <u>398,054</u> |
| Expenditures | | | |
| Personnel | \$ 85,160 | \$ 148,129 | \$ 233,289 |
| Fringe benefits | - | 20,186 | 20,186 |
| Travel | 38,265 | 70,987 | 109,252 |
| Other costs | <u>3,605</u> | <u>32,243</u> | <u>35,848</u> |
| | \$ <u>127,030</u> | \$ <u>271,545</u> | \$ <u>398,575</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Grant Period</u> <u>1/1/12-12/31/12</u> | <u>Grant Period</u> <u>1/1/13-12/31/13</u> | <u>Total</u> |
|--|---|---|---------------------|
| Revenues | | | |
| U.S. Department of Health and Human Services | \$ 3,036,096 | \$ 667,179 | \$ 3,703,275 |
| In-Kind | <u>804,274</u> | <u>229,596</u> | <u>1,033,870</u> |
| | <u>\$ 3,840,370</u> | <u>\$ 896,775</u> | <u>\$ 4,737,145</u> |
| | | | |
| Expenditures | | | |
| Personnel | \$ 1,980,245 | \$ 459,983 | \$ 2,440,228 |
| Fringe benefits | 258,175 | 56,771 | 314,946 |
| Travel | 33,052 | 7,997 | 41,049 |
| In-Kind | 804,274 | 229,596 | 1,033,870 |
| Other costs | <u>764,624</u> | <u>142,428</u> | <u>907,052</u> |
| | <u>\$ 3,840,370</u> | <u>\$ 896,775</u> | <u>\$ 4,737,145</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Grant Period</u> <u>7/1/11 - 6/30/12</u> | <u>Grant Period</u> <u>7/1/12 - 6/30/13</u> | <u>Total</u> |
|---|--|--|---------------------|
| Revenues | | | |
| US Department of Health and Human Services: | | | |
| Title XX | \$ 151,892 | \$ 406,704 | \$ 558,596 |
| Title III Part C | 281,104 | 621,437 | 902,541 |
| NH Department of Health and Human Services | 116,706 | 106,238 | 222,944 |
| Other | <u>206,406</u> | <u>417,423</u> | <u>623,829</u> |
| | <u>\$ 756,108</u> | <u>\$ 1,551,802</u> | <u>\$ 2,307,910</u> |
| Expenditures | | | |
| Personnel | \$ 351,629 | \$ 742,874 | \$ 1,094,503 |
| Fringe benefits | 32,493 | 78,811 | 111,304 |
| Occupancy | 54,196 | 107,062 | 161,258 |
| Travel | 43,720 | 86,507 | 130,227 |
| Other costs | <u>260,020</u> | <u>513,086</u> | <u>773,106</u> |
| | <u>\$ 742,058</u> | <u>\$ 1,528,340</u> | <u>\$ 2,270,398</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Grant Period</u> <u>10/1/11-9/30/12</u> | <u>Grant Period</u> <u>10/1/12-9/30/13</u> | <u>Total</u> |
|---------------------|---|---|---------------------|
| Revenues | <u>\$ 888,072</u> | <u>\$ 987,837</u> | <u>\$ 1,875,909</u> |
| Expenditures | | | |
| Personnel | \$ 156,951 | \$ 112,976 | \$ 269,927 |
| Fringe benefits | 29,247 | 21,385 | 50,632 |
| Travel | 1,669 | 843 | 2,512 |
| Occupancy | 15,846 | 4,492 | 20,338 |
| Other costs | <u>684,359</u> | <u>848,141</u> | <u>1,532,500</u> |
| | <u>\$ 888,072</u> | <u>\$ 987,837</u> | <u>\$ 1,875,909</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Revenues</u> | <u>Expenses</u> |
|---|-----------------|-----------------|
| Tornado Relief Fund (018) | 8,281 | 8,281 |
| Twin River Community Corp (052 & 053) | 27,326 | 44,185 |
| Cottage Hotel (063 & 064) | 24,530 | 12,141 |
| Sandy Ledge (092 & 093) | 10,597 | 19,509 |
| Ozanam (103 & 104) | 23,801 | 23,728 |
| Senior Center Program (138) | 169,798 | 16,731 |
| Franklin Intergenerational (183 & 184) | 63,888 | 45,912 |
| Senior Companion Program - Non-Federal (222 & 223) | 49,035 | 48,544 |
| Senior Companion Program - State (232 & 233) | 33,480 | 34,152 |
| Franklin Community Services (292 & 293) | 24,420 | 23,633 |
| Head Start - Childcare (352 & 353) | 1,056,899 | 1,091,218 |
| Belknap County - WXN Program (374) | 5,415 | 696 |
| Lakes Region Family Center (382 & 383) | 158,900 | 158,900 |
| REIP (402) | 162,587 | 162,587 |
| Purchase Rehabilitation Project (426) | 213,824 | 213,824 |
| NH Modular Ramp (431 & 432) | 76,599 | 67,982 |
| National Grid Program (472) | 174,532 | 189,571 |
| New Hampshire Housing Guarantee Program (492 & 493) | 188,308 | 198,732 |
| Core Program (502 & 503) | 550,420 | 668,709 |
| NH Rotary (540) | 2 | - |
| Common Pantry (552 & 553) | 1,227 | 54 |
| Software Program - FAP/EAP (583) | - | 6,098 |
| Oral Health WIC (600) | 4,463 | - |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2013

| | <u>Revenues</u> | <u>Expenses</u> |
|---|-----------------|-----------------|
| Bedside Pilot Program (632) | 1,674 | 1,674 |
| Epsom Elderly Housing (642 & 643) | 62,694 | 77,552 |
| Belmont Housing (652 & 653) | 67,442 | 69,442 |
| Alton Housing (662 & 663) | 52,757 | 52,240 |
| Kearsarge Housing (672 & 673) | 66,864 | 66,864 |
| Riverside Housing (682 & 683) | 76,569 | 76,569 |
| Pembroke Housing (707 & 708) | 54,127 | 54,127 |
| Homeless Revolving Loan (728) | 15,457 | 15,457 |
| Area Centers (762 & 763) | 265,554 | 344,107 |
| Home Access Program (774) | 2,981 | 2,981 |
| THE FIXIT Program (832 & 833) | 14,854 | 11,887 |
| Loan Guarantee Program (847) | 82,620 | 82,620 |
| MC Loan Guarantee Program (848) | 2,666 | 2,666 |
| The Caring Fund (862 & 863) | 6,976 | 4,294 |
| Agency WIC & CSF (883) | 5,515 | 225 |
| Newbury Elderly Housing (884) | 43,365 | 43,365 |
| Housing Future (892) | 20,000 | 20,000 |
| Agency Account (911 & 980) | 89,800 | 221,899 |
| Agency Account FAP (922) | 75,632 | 103,380 |
| Agency Account SCP (931 & 932) | 18,522 | 10,379 |
| H/S Agency (942 & 943) | (49,635) | (16,111) |
| Agency FP/PN (963) | 144 | 55 |
| Saving Heat & Reducing Energy (970) | 169,798 | 169,992 |
| Agency Horseshoe Pond Place (993 & 994) | 28,679 | 28,679 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2013

| <u>FUND #</u> | <u>FUND NAME</u> | <u>HHS PROGRAM CFDA#</u> | <u>AMOUNT</u> |
|---------------|---|---------------------------------------|----------------------------|
| 018 | Tornado Relief Fund | | \$ 19,161 |
| 045 | Supportive Housing Services | | 3,651 |
| 154 | Merrimack County Service Link | 93.778 | 3,090 |
| 163 | Elder Services Program | 93.045,93.667 (amount is not federal) | 8,647 |
| 194 | Electric Assistance Program | | 67,657 |
| 223 | Senior Companion Program - Non-Federal | | 667 |
| 263 | Rural Transportation Service | 93.044 | 42,508 |
| 343 | Head Start - USDA | | 10,531 |
| 372 | Greater Lakes Child Advocacy | | 5,000 |
| 483 | Public Health Network | 93.069,93.283,93.268 | 6,421 |
| 493 | NH Housing Guarantee Program | | 104,833 |
| 573 | Fuel Assistance Program | 93.568 | 356,905 |
| 593 | Homeless Prevention | | 186,975 |
| 613 | WIC | | 926 |
| 623 | Commodity Supplemental Food Supply | | 1,199 |
| 713 | Concord Area Transit | | 61,288 |
| 728 | Homeless Revolving Loan Fund-Belknap County | | 46,527 |
| 729 | Homeless Revolving Loan Fund-Merrimack County | | 8,179 |
| 733 | Winnepesaukee Transit System | | 211 |
| 746 | Community Crisis Fund | | 3,578 |
| 763 | Area Center Program | | 1,476 |
| 803 | Shelter Program | | 168 |
| 833 | FixIt Program | | 49,918 |
| 847 | Loan Guarantee Program | | 30 |
| 854 | New Start Program | | 6,650 |
| 904 | Community Services Block Grant | 93.569 | <u>73,828</u> |
| | | TOTAL | <u>\$ 1,070,024</u> |



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Crotched Mountain Community Care, 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 Crotched Mountain Community Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 186 Granite Street, Suite 3C, Manchester, New Hampshire 03101.

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 \$824,191.

- 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 Exhibit B-11 through B-15.

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,

2/10/14 (w)
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
Name
Title

2/10/14
Date

Crotched Mountain Community Care, Inc.

Margaret Davis
NAME
TITLE VP Community Services
Crotched Mtn.

Acknowledgement:

State of NH, 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

Sarah Dixon, Notary Public
Name and Title of Notary or Justice of the Peace





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

OFFICE OF THE ATTORNEY GENERAL

2-11-14
Date

Rosemary Wiane
Name: *Rosemary Wiane*
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. The Medicare Improvements for Patients and Providers Act (MIPPA)
 - 1.1. MIPPA program is to assist Medicare beneficiaries by:
 - 1.1.1. reducing 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.
 - 1.1.2. increasing wellness and preventing illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
 - 1.2. Period: Effective Date of Amendment #1 to September 29, 2014.
 - 1.3. The contractor will provide this service to individuals located in the geographic area of Rockingham County.
 - 1.4. The ServiceLink contractor will promote these beneficial programs for people with Medicare, collaborating with community partners to provide outreach, education, and assistance in completing applications for Medicare beneficiaries with limited income. .
 - 1.5. The ServiceLink contractor will initiate outreach contact with low-income individuals who may not have physical access to ServiceLink offices, internet access, or access to a telephone.
 - 1.6. Within 30 days of the effective date of Amendment #1 and upon approval of DHHS, the Contractor shall develop an outreach plan for LIS and MSP, and for preventive services that includes but is not limited to increasing the number of local collaborative partnerships for the purpose of increasing enrollment in these programs and their utilization. At a minimum the plan should be based on the following:
 - 1.6.1. An assessment of past LIS and MSP outreach activities to determine their effectiveness in reaching the target population; i.e., low-income Medicare beneficiaries;
 - 1.6.2. An analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify and prioritize target areas for outreach;
 - 1.6.3. An assessment of past and current partnerships to determine their effectiveness;
 - 1.6.4. Promoting 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 and collaboration with community health care providers;
 - 1.6.5. Working with the Department's SHIP Program Director, set specific goals for increasing LIS and MSP enrollments at the end of each year of the contract. Goals are to be based on current performance data and Refer 7 reports.
 - 1.6.6. Identify and recruit regional providers interested in assisting with outreach to Medicare beneficiaries, including but not limited to:
 - Community health centers
 - Senior centers
 - Hospitals
 - Physician practices
 - Town managers, town welfare directors and boards of selectmen
 - Emergency personnel
 - Senior housing
 - 1.7. Deliverables:
 - 1.7.1. LIS and MSP Outreach plan that includes but is not limited to the collaboration of new partnerships in order to increase enrollment.
 - 1.7.2. Medicare preventive service promotion activities.
 - 1.7.3. Statewide MIPPA advertising materials.
 - 1.7.4. Community partnership and incentive strategies for the state/county/regions for increasing enrollment into and awareness of LIS/MSP & Medicare Wellness/Prevention Screenings.



1.8. 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 LIS, MSP, and Medicare Part D enrollment: Rockingham County: 144 individuals enrolled | 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 |

2. Medicare Supplement Insurance Comparison

2.1. Geographic Area Served: Statewide

2.2. 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's SHIP Program Director and to all the Department's New Hampshire ServiceLink Contractors' who counsel and assist individuals in making decisions about Medicare programs and health plans.

2.3. The Contractor will compile data related to supplemental insurance premiums in a readable format. Data will be displayed by beneficiary age, the companies authorized to sell supplements in the current calendar year, the policies offered by each company, and the premium amount for each plan by company.

2.4. The Contractor will update the data each calendar year with the current premium information provided by the New Hampshire Insurance Department.

2.5. The Contractor will monitor any and all changes in supplemental premium rates authorized by the New Hampshire Insurance Department by requesting timely notification of changes from the New Hampshire Insurance Department.

2.5.1. The Contractor will monitor the NH Insurance Department's website each month for changes to supplemental plans. All changes to supplemental insurance premium rates will be communicated to the Department's SHIP Program Director and each ServiceLink Contractor.

2.5.2. Each January, or as soon as information is released, the Contractor will provide the Department's SHIP Program Director and each ServiceLink contractor with an electronic version of the current year's data.

3. Veterans Directed Home and Community Based Program (VDHCB)

3.1. The Veterans Directed Home and Community Based Program is a consumer-directed program targeted to eligible veterans to offer them alternatives to nursing home care. The Contractor shall be responsible to 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. Contractor shall follow DHHS protocol for linking Veterans with needed LTSS and making mutual referrals.

3.2. The Veterans Administration is responsible for determining the eligibility of veterans for the program and for authorizing a budget to buy LTSS services. The Veterans Administration will refer eligible veterans with an authorized flexible service budget to the ServiceLink contractor



Exhibit A-1

- who will be responsible for service coordination and Financial Management Services (FMS) under the "Agency with Choice" model. As part of the Veterans Directed Home and Community Based Program the Contractor shall establish a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and the Manchester Veteran's Administration Medical Center (Manchester VAMC).
- 3.3. Development and implementation of the program begins July 1, 2014.
- 3.4. Within ten (10) days of the effective date in paragraph 3.3 above, the Contractor shall submit their implementation plan for Veterans Directed Home and Community Based Program. The implementation plan shall detail how the Contractor will establish the VDHCBS Program, including staffing, training and a timeline for completion of provider agreement with the VA centers.
- 3.4.1. The Contractor will establish an advisory group to oversee the development and implementation of the program. Membership is to include representation from key community resources, local veterans' organizations, veterans and families of veterans utilizing the program, and the public.
- 3.4.2. The implementation plan shall include startup costs necessary to develop and implement a statewide Veteran-Directed Home and Community Based Care Program. 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. For the development and implementation of the program, startup funding is limited to the following:
- 3.4.2.1. 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,
- 3.4.2.2. 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
- 3.4.2.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
- 3.4.3. Contractor shall establish an advisory committee that will include stakeholders and Veterans to provide ongoing feedback for continuous improvement of the program and services.
- 3.4.4. Recruit, hire, and train the 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.
- 3.4.5. 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.
- 3.4.6. Provide or contract with an agency to provide financial management services to assume the roles and responsibilities of an agency with choice model.
- 3.4.7. Enter into an agreement with the local Veterans Administration servicing the area that defines the roles and responsibilities of each party in delivering the program. The agreement is to be based on the Memorandum of Agreement between BEAS and the VAMC.
- 3.4.8. Assure that documentation required by both BEAS and the VA is kept current and submitted according to schedule.
- 3.4.9. Add contact data in Refer 7 to include region-specific resources serving veterans.
- 3.5. Within thirty (30) days from the effective date in paragraph 3.3 above, the Contractor shall have the program infrastructure in place and is actively providing options counseling and assisting veterans in arranging consumer directed services. The Contractor shall be responsible for assuring the following:
- 3.5.1. 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.
- 3.5.2. 100% of services provided are based on the needs and preferences of the participating Veteran.



Exhibit A-1

-
- 3.5.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
 - 3.5.4. Of the veterans served, there will be a 90% or better, consumer satisfaction rate.
 - 3.5.5. Procedures for complying with program reporting requirements, which shall be defined by DHHS upon approval of the Contractor's final implementation plan, are in place.
 - 3.5.6. Maintain the Agreement(s) with the local Veterans Administration.
 - 3.5.7. The Contractor will provide this service to Veterans located in the geographic area of Rockingham County.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

- 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.
- 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 |
| 13AANHMAAA, 13AANHMAADR, 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 |

- 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
- 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 – B15. Each budget is specific to a time period



Exhibit B Amendment #1

- 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-15 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.
 16. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to October 31, 2014 for the purposes of developing and implementing the program. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 3.5 of Exhibit A-1, without funding from the Department.

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

Bidder/Program Name: Crocheted Mountain Community Care for SLRC Rockingham County

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

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | Contractor Share / Match | | Requested Budget to be Funded by DHHS Contract Shares | | Total |
|---|--------------------|------------------|--------------------------|----------------|---|------------------|--------------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 1,560.00 | \$ - | \$ - | \$ - | \$ 1,560.00 | \$ - | \$ 1,560.00 |
| 2. Employee Benefits | \$ 484.00 | \$ - | \$ - | \$ - | \$ 484.00 | \$ - | \$ 484.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Office | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 7. Travel | \$ 338.00 | \$ - | \$ - | \$ - | \$ 338.00 | \$ - | \$ 338.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,408.00 | \$ - | \$ - | \$ - | \$ 1,408.00 | \$ - | \$ 1,408.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Printing | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ - | \$ 750.00 |
| Administrative costs for Crocheted Mountain | \$ - | \$ 514.00 | \$ - | \$ - | \$ - | \$ 514.00 | \$ 514.00 |
| TOTAL | \$ 5,138.00 | \$ 514.00 | \$ - | \$ - | \$ 5,138.00 | \$ 514.00 | \$ 5,652.00 |

10.0%

Indirect As A Percent of Direct

Contractor Initials: *MD*
Date: *2/16/14*

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

Bidder/Program Name: Crochted Mountain Community Care for SLRC Rockingham County

Budget Request for: Medicare Supplement Insurance Comparison
(Name of Program)

Budget Period: Effective date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|--|--------------------|------------------|--------------------|--------------------------|-------------|-------------|--|------------------|--------------------|
| | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total |
| 1. Total Salary/Wages | \$ 700.00 | \$ - | \$ 700.00 | \$ - | \$ - | \$ - | \$ 700.00 | \$ - | \$ 700.00 |
| 2. Employee Benefits | \$ 217.00 | \$ - | \$ 217.00 | \$ - | \$ - | \$ - | \$ 217.00 | \$ - | \$ 217.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 210.00 | \$ - | \$ 210.00 | \$ - | \$ - | \$ - | \$ 210.00 | \$ - | \$ 210.00 |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 20.00 | \$ - | \$ 20.00 | \$ - | \$ - | \$ - | \$ 20.00 | \$ - | \$ 20.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ 115.00 | \$ 115.00 | \$ - | \$ - | \$ - | \$ - | \$ 115.00 | \$ 115.00 |
| Administrative Costs for Crochted Mountain | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 1,147.00 | \$ 115.00 | \$ 1,262.00 | \$ - | \$ - | \$ - | \$ 1,147.00 | \$ 115.00 | \$ 1,262.00 |

Indirect As A Percent of Direct 10.0%

Contractor Initials *MJ*
Date *2/16/14*

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

Bidder/Program Name: **Crotched Mountain Community Care for SLRC Rockingham County**
 Budget Request for: **Medicare Improvements for Patients and Providers Act (MIPAA)**
(Name of Program)

Budget Period: **7/1/14 - 9/29/14**

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|--|--------------------|------------------|--------------------|--------------------------|-------------|-------------|--|------------------|--------------------|
| | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total |
| 1. Total Salary/Wages | \$ 780.00 | \$ - | \$ 780.00 | \$ - | \$ - | \$ - | \$ 780.00 | \$ - | \$ 780.00 |
| 2. Employee Benefits | \$ 242.00 | \$ - | \$ 242.00 | \$ - | \$ - | \$ - | \$ 242.00 | \$ - | \$ 242.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ - | \$ - | \$ 250.00 | \$ - | \$ 250.00 |
| 6. Travel | \$ 169.00 | \$ - | \$ 169.00 | \$ - | \$ - | \$ - | \$ 169.00 | \$ - | \$ 169.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 75.00 | \$ - | \$ 75.00 | \$ - | \$ - | \$ - | \$ 75.00 | \$ - | \$ 75.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 351.00 | \$ - | \$ 351.00 | \$ - | \$ - | \$ - | \$ 351.00 | \$ - | \$ 351.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Printing | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ - | \$ - | \$ 250.00 | \$ - | \$ 250.00 |
| Administrative costs for Crotched Mountain | \$ - | \$ 212.00 | \$ 212.00 | \$ - | \$ - | \$ - | \$ - | \$ 212.00 | \$ 212.00 |
| TOTAL | \$ 2,117.00 | \$ 212.00 | \$ 2,329.00 | \$ - | \$ - | \$ - | \$ 2,117.00 | \$ 212.00 | \$ 2,329.00 |

10.0%

Indirect As A Percent of Direct

Contractor Initials: *md*
Date: *8/10/14*

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

Bidder/Program Name: **Crotched Mountain Community Care for SLRC Rockingham County**

Budget Request for: **Medicare Supplement Insurance Comparison**
(Name of Program)

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

| Line Item | Total Program Cost | | Contractor Share / Match | | Requested Budget to be Funded by DHHS Contract Share | | Total |
|--|--------------------|----------------|--------------------------|----------------|--|----------------|-------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 904.00 | \$ - | \$ - | \$ - | \$ 904.00 | \$ - | \$ 904.00 |
| 2. Employee Benefits | \$ 281.00 | \$ - | \$ - | \$ - | \$ 281.00 | \$ - | \$ 281.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 210.00 | \$ - | \$ - | \$ - | \$ 210.00 | \$ - | \$ 210.00 |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 20.00 | \$ - | \$ - | \$ - | \$ 20.00 | \$ - | \$ 20.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative costs for Crotched Mountain | \$ - | \$ 142.00 | \$ - | \$ - | \$ - | \$ 142.00 | \$ 142.00 |
| TOTAL | \$ 1,415.00 | \$ 142.00 | \$ - | \$ - | \$ 1,415.00 | \$ 142.00 | \$ 1,557.00 |

Indirect As A Percent of Direct 10.0%

Contractor Initials: *MD*
Date: *8/20/14*

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

Bidder/Program Name: Crooked Mountain Community Care for SLRC Rockingham County

Budget Request for: **Veterans Directed Home Community Based Services**
(Name of Program)

Budget Period: 7/1/14 - 10/31/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|---|--------------------|----------|--------------|--------------------------|----------|-------|--|----------|--------------|
| | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total |
| 1. Total Salary/Wages | \$ 14,149.00 | \$ - | \$ 14,149.00 | \$ - | \$ - | \$ - | \$ 14,149.00 | \$ - | \$ 14,149.00 |
| 2. Employee Benefits | \$ 4,416.00 | \$ - | \$ 4,416.00 | \$ - | \$ - | \$ - | \$ 4,416.00 | \$ - | \$ 4,416.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 14. Travel | \$ 675.00 | \$ - | \$ 675.00 | \$ - | \$ - | \$ - | \$ 675.00 | \$ - | \$ 675.00 |
| 15. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 16. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 17. Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 18. Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 19. Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 20. Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 21. Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 22. Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 23. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 24. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 25. Staff Education and Training | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| 26. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 27. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative costs for Crooked Mountain | \$ 2,024.00 | \$ - | \$ 2,024.00 | \$ - | \$ - | \$ - | \$ 2,024.00 | \$ - | \$ 2,024.00 |
| TOTAL | \$ 22,264.00 | \$ - | \$ 22,264.00 | \$ - | \$ - | \$ - | \$ 22,264.00 | \$ - | \$ 22,264.00 |

0.0%

Indirect As A Percent of Direct

Contractor Initials: *MD*
Date: *8-10-14*

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Benjamin F. GAYMAN, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Secretary of Crotched Mountain Community Care, Inc.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 7, 2000:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Service link services.

RESOLVED: That the Vice President (Margaret Luns)
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10th day of February, 2014.
(Date Contract Signed)

4. Margaret Luns is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

BFG, Secretary
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 10th day of February, 2014.

By Benjamin F. GAYMAN, Secretary
(Name of Clerk of the Corporation)

Janet E. Poulter
(Notary Public/Justice of the Peace)

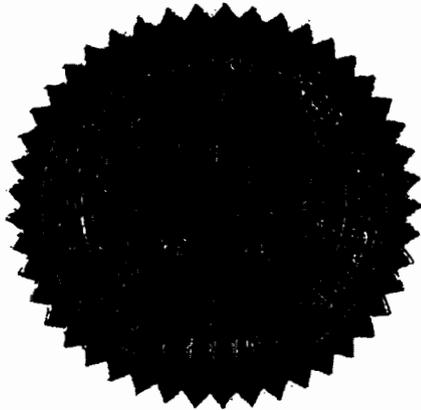
(NOTARY SEAL)

Commission Expires JANET E. POULTER
Notary Public - State of New Hampshire
My Commission Expires August 22, 2017

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CROTCHED MOUNTAIN COMMUNITY CARE, INC. is a New Hampshire nonprofit corporation formed June 6, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2013

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

Client#: 503796

CROTCMOU

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/05/2013

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

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

| | | |
|---|--|-----------------|
| PRODUCER USI Insurance Services LLC PO Box 6360 Manchester, NH 03108-6360 603 625-1100 | CONTACT NAME: PHONE (A.C. No. Ext): 603 625-1100 | FAX (A.C. No.): |
| | E-MAIL ADDRESS: | |
| INSURED Crotched Mountain Foundation 1 Verney Drive Greenfield, NH 03047 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Philadelphia Insurance Company | NAIC # 23850 |
| | INSURER B: AIA Mutual Insurance Company | 33758 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | PHPK7001470 | 08/01/2013 | 08/01/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PHPK7001470 | 08/01/2013 | 08/01/2014 | COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | PHUB430281 | 08/01/2013 | 08/01/2014 | EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | ECC60040002282013A | 04/07/2013 | 04/07/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000 |
| A | Professional Llab | | PHPK7001470 | 08/01/2013 | 08/01/2014 | \$1,000,000/\$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 This certificate covers all operations usual and customary to the insureds business.

**** Supplemental Name ****
 First Supplemental Name applies to all policies - Crotched Mountain Foundation
 Policy# PHPK7001470 - : CMRS II, CMRS IV, CMRS-Whitefield Inc
 (See Attached Descriptions)

| | |
|---|--|
| CERTIFICATE HOLDER NH Department of Health & Human Services Attn: Contracts Manager 129 Pleasant Street Concord, NH 03301-3857 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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DESCRIPTIONS (Continued from Page 1)

Policy# PHPK7001470 - : Crotched Mountain Community Care Inc
Policy# PHPK7001470 - : Crotched Mountain Community Services - New York
Policy# PHPK7001470 - : Crotched Mountain of NY - East Greenbush Inc
Policy# PHPK7001470 - : Crotched Mountain Rehabilitation Center Inc
Policy# PHPK7001470 - : Crotched Mountain Residential Services Inc
Policy# PHPK7001470 - : CMAT Assistive Technology Inc
Policy# PHPK7001470 - : Harry Alan Gregg Foundation
Policy# PHPK7001470 - : New Hampshire Assistive Technology Center d/b/a Atech Svcs
Policy# PHUB430281 - : CMRS II, CMRS IV, CMRS-Whitefield, Inc
Policy# PHUB430281 - : Crotched Mountain Community Care Inc
Policy# PHUB430281 - : Crotched Mountain Community Services-New York
Policy# PHUB430281 - : Crotched Mountain of NY-East Greenbush Inc
Policy# PHUB430281 - : Crotched Mountain Rehabilitation Center Inc
Policy# PHUB430281 - : Crotched Mountain Residential Services Inc
Policy# PHUB430281 - : CMAT Assistive Technology Inc
Policy# PHUB430281 - : Harry Alan Gregg Foundation
Policy# PHUB430281 - : New Hampshire Assistive Technology Ctr d/b/a Atech Services
Policy# ECC60040002282013A - : Crotched Mountain Residential Services Inc
Policy# ECC60040002282013A - : Crotched Mountain Community Care Inc
Policy# ECC60040002282013A - : Crotched Mountain Community Service New York
Policy# ECC60040002282013A - : CMRS II Inc
Policy# ECC60040002282013A - : CMRS IV
Policy# ECC60040002282013A - : CMRS Whitefield Inc
Policy# ECC60040002282013A - : Crotched Mountain of New York-East Greenbush Inc
Policy# ECC60040002282013A - : Crotched Mountain Rehabilitation Center, Inc.
Policy# ECC60040002282013A - : New Hampshire Assistive Technology Center dba Atech Services

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**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Campbell Street, Lebanon, New Hampshire 03766.

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 \$486,063.
- 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-13.



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,

2/10/14
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
Name
Title

Grafton County Senior Citizens Council, Inc.

2-10-14
Date

Robuta J. Berner, Executive Director
NAME
TITLE

Acknowledgement:

State of New Hampshire County of Grafton 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]
Name and Title of Notary or Justice of the Peace

VICTORIA M. WEEKS
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

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

2-11-14
Date

Rosemary Wiant
Name: *Rosemary Wiant*
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. The Medicare Improvements for Patients and Providers Act (MIPPA)
 - 1.1. MIPPA program is to assist Medicare beneficiaries by:
 - 1.1.1. reducing 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.
 - 1.1.2. increasing wellness and preventing illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
 - 1.2. Period: Effective Date of Amendment #1 to September 29, 2014.
 - 1.3. The contractor will provide this service to individuals located in the geographic area of Grafton County and the towns of Grantham and Plainfield in Sullivan County.
 - 1.4. The ServiceLink contractor will promote these beneficial programs for people with Medicare, collaborating with community partners to provide outreach, education, and assistance in completing applications for Medicare beneficiaries with limited income. .
 - 1.5. The ServiceLink contractor will initiate outreach contact with low-income individuals who may not have physical access to ServiceLink offices, internet access, or access to a telephone.
 - 1.6. Within 30 days of the effective date of Amendment #1 and upon approval of DHHS, the Contractor shall develop an outreach plan for LIS and MSP, and for preventive services that includes but is not limited to increasing the number of local collaborative partnerships for the purpose of increasing enrollment in these programs and their utilization. At a minimum the plan should be based on the following:
 - 1.6.1. An assessment of past LIS and MSP outreach activities to determine their effectiveness in reaching the target population; i.e., low-income Medicare beneficiaries;
 - 1.6.2. An analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify and prioritize target areas for outreach;
 - 1.6.3. An assessment of past and current partnerships to determine their effectiveness;
 - 1.6.4. Promoting 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 and collaboration with community health care providers;
 - 1.6.5. Working with the Department's SHIP Program Director, set specific goals for increasing LIS and MSP enrollments at the end of each year of the contract. Goals are to be based on current performance data and Refer 7 reports.
 - 1.6.6. Identify and recruit regional providers interested in assisting with outreach to Medicare beneficiaries, including but not limited to:
 - Community health centers
 - Senior centers
 - Hospitals
 - Physician practices
 - Town managers, town welfare directors and boards of selectmen
 - Emergency personnel
 - Senior housing
 - 1.7. Deliverables:
 - 1.7.1. LIS and MSP Outreach plan that includes but is not limited to the collaboration of new partnerships in order to increase enrollment.
 - 1.7.2. Medicare preventive service promotion activities.
 - 1.7.3. Statewide MIPPA advertising materials.
 - 1.7.4. Community partnership and incentive strategies for the state/county/regions for increasing enrollment into and awareness of LIS/MSP & Medicare Wellness/Prevention Screenings.

RJB

2-10-14



1.8. 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 LIS, MSP, and Medicare Part D enrollment: Grafton County: 157 individuals enrolled | 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 |

2. Veterans Directed Home and Community Based Program (VDHCB)

- 2.1. The Veterans Directed Home and Community Based Program is a consumer-directed program targeted to eligible veterans to offer them alternatives to nursing home care. The Contractor shall be responsible to 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. Contractor shall follow DHHS protocol for linking Veterans with needed LTSS and making mutual referrals.
- 2.2. The Veterans Administration is responsible for determining the eligibility of veterans for the program and for authorizing a budget to buy LTSS services. The Veterans Administration will refer eligible veterans with an authorized flexible service budget to the ServiceLink contractor who will be responsible for service coordination and Financial Management Services (FMS) under the "Agency with Choice" model. As part of the Veterans Directed Home and Community Based Program the Contractor shall establish a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and the Manchester Veteran's Administration Medical Center (Manchester VAMC).
- 2.3. Within ten (10) days of the effective date of Amendment #1, the Contractor shall submit their implementation plan for Veterans Directed Home and Community Based Program. The implementation plan shall detail how the Contractor will establish the VDHCB Program, including staffing, training and a timeline for completion of provider agreement with the VA centers.
 - 2.3.1. The Contractor will establish an advisory group to oversee the development and implementation of the program. Membership is to include representation from key community resources, local veterans' organizations, veterans and families of veterans utilizing the program, and the public.
 - 2.3.2. The implementation plan shall include startup costs necessary to develop and implement a statewide Veteran-Directed Home and Community Based Care Program. 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. For the development and implementation of the program, startup funding is limited to the following:
 - 2.3.2.1. 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,
 - 2.3.2.2. 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,



Exhibit A-1

- assisting the Veteran in getting services and in identifying service providers and services, and development and implementation of the advisory committee
- 2.3.2.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
- 2.3.3. Contractor shall establish an advisory committee that will include stakeholders and Veterans to provide ongoing feedback for continuous improvement of the program and services.
- 2.3.4. Recruit, hire, and train the 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.
- 2.3.5. 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.
- 2.3.6. Provide or contract with an agency to provide financial management services to assume the roles and responsibilities of an agency with choice model.
- 2.3.7. Enter into an agreement with the local Veterans Administration servicing the area that defines the roles and responsibilities of each party in delivering the program. The agreement is to be based on the Memorandum of Agreement between BEAS and the VAMC.
- 2.3.8. Assure that documentation required by both BEAS and the VA is kept current and submitted according to schedule.
- 2.3.9. Add contact data in Refer 7 to include region-specific resources serving veterans.
- 2.4. Within thirty (30) days from the effective date of Amendment #1, the Contractor shall have the program infrastructure in place and is actively providing options counseling and assisting veterans in arranging consumer directed services. The Contractor shall be responsible for assuring the following:
- 2.4.1. 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.
- 2.4.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
- 2.4.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
- 2.4.4. Of the veterans served, there will be a 90 % or better, consumer satisfaction rate.
- 2.4.5. Procedures for complying with program reporting requirements, which shall be defined by DHHS upon approval of the Contractor's final implementation plan, are in place.
- 2.4.6. Maintain the Agreement with the local Veterans Administration.
- 2.4.7. The Contractor shall provide this service to Veterans located in the geographic area of Grafton County and the towns of Grantham and Plainfield in Sullivan County.



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 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 |
| 13AANHMAAA, 13AANHMAADR, 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
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 – B13. Each budget is specific to a time period



Exhibit B Amendment #1

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-13 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.
16. Veterans Directed Home and Community Based Program: The funding is from the effective date of Amendment #1 through June 30, 2014, for the purposes of developing and implementing the program. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 2.4 of Exhibit A-1, without funding from the Department.

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

Bidder/Program Name: Grafton County Senior Citizens Council, Inc.

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

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | Contractor Share Match | | Requested Budget to be Funded by DHHS Contract Share | |
|---|--------------------|-----------------|------------------------|----------------|--|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 4,850 | \$ 5,315 | \$ - | \$ - | \$ 4,850 | \$ 465 |
| 2. Employee Benefits | \$ 1,116 | \$ 1,223 | \$ - | \$ - | \$ 1,116 | \$ 107 |
| 3. Consultants | \$ - | \$ 6 | \$ - | \$ - | \$ - | \$ 6 |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 13 | \$ 16 | \$ - | \$ - | \$ 13 | \$ 3 |
| Repair and Maintenance | \$ 36 | \$ 39 | \$ - | \$ - | \$ 36 | \$ 3 |
| Purchase/Depreciation | \$ - | \$ 38 | \$ - | \$ - | \$ - | \$ 38 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 93 | \$ 105 | \$ - | \$ - | \$ 93 | \$ 12 |
| 6. Travel | \$ 225 | \$ 230 | \$ - | \$ - | \$ 225 | \$ 5 |
| 7. Occupancy | \$ 673 | \$ 685 | \$ - | \$ - | \$ 673 | \$ 12 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 72 | \$ 73 | \$ - | \$ - | \$ 72 | \$ 1 |
| Postage | \$ 24 | \$ 24 | \$ - | \$ - | \$ 24 | \$ 8 |
| Subscriptions | \$ 19 | \$ 19 | \$ - | \$ - | \$ 19 | \$ 3 |
| Audit and Legal | \$ 28 | \$ 30 | \$ - | \$ - | \$ 28 | \$ 2 |
| Insurance | \$ 40 | \$ 40 | \$ - | \$ - | \$ 40 | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ - | \$ 22 | \$ - | \$ - | \$ - | \$ 22 |
| 9. Marketing/Communications | \$ - | \$ 2 | \$ - | \$ - | \$ - | \$ 2 |
| 10. Staff Education and Training | \$ - | \$ 1 | \$ - | \$ - | \$ - | \$ 1 |
| 11. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Other (specify details mandal/cry): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Website Maintenance | \$ 6 | \$ 7 | \$ - | \$ - | \$ 6 | \$ 7 |
| Staff Recruitment/Payroll Expense | \$ 48 | \$ 60 | \$ - | \$ - | \$ 48 | \$ 12 |
| Volunteer Recognition | \$ 12 | \$ 12 | \$ - | \$ - | \$ 12 | \$ - |
| TOTAL | \$ 7,255 | \$ 7,964 | \$ - | \$ - | \$ 7,255 | \$ 709 |

10.2%

Indirect As A Percent of Direct

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

Bidder/Program Name: Grafton County Senior Citizens Council, Inc.

Budget Request for: Veterans Directed Home Community Based Services

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|--|--------------------|-----------------|------------------|--------------------------|----------------|-------------|--|-----------------|------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 8,293 | \$ 1,420 | \$ 9,713 | - | - | - | \$ 8,293 | \$ 1,420 | \$ 9,713 |
| 2. Employee Benefits | \$ 1,908 | - | \$ 1,908 | - | - | - | \$ 1,908 | - | \$ 1,908 |
| 3. Consultants | - | - | - | - | - | - | - | - | - |
| 4. Equipment: | - | - | - | - | - | - | - | - | - |
| Rental | \$ 34 | - | \$ 34 | - | - | - | \$ 34 | - | \$ 34 |
| Repair and Maintenance | \$ 90 | - | \$ 90 | - | - | - | \$ 90 | - | \$ 90 |
| Purchase/Depreciation | - | - | - | - | - | - | - | - | - |
| 5. Supplies: | - | - | - | - | - | - | - | - | - |
| Educational | - | - | - | - | - | - | - | - | - |
| Lab | - | - | - | - | - | - | - | - | - |
| Pharmacy | - | - | - | - | - | - | - | - | - |
| Medical | - | - | - | - | - | - | - | - | - |
| Office | \$ 231 | - | \$ 231 | - | - | - | \$ 231 | - | \$ 231 |
| 6. Travel | \$ 750 | - | \$ 750 | - | - | - | \$ 750 | - | \$ 750 |
| 7. Occupancy | \$ 761 | - | \$ 761 | - | - | - | \$ 761 | - | \$ 761 |
| 8. Current Expenses | - | - | - | - | - | - | - | - | - |
| Telephone | \$ 240 | - | \$ 240 | - | - | - | \$ 240 | - | \$ 240 |
| Postage | \$ 80 | - | \$ 80 | - | - | - | \$ 80 | - | \$ 80 |
| Subscriptions | \$ 47 | - | \$ 47 | - | - | - | \$ 47 | - | \$ 47 |
| Audit and Legal | \$ 69 | - | \$ 69 | - | - | - | \$ 69 | - | \$ 69 |
| Insurance | \$ 132 | - | \$ 132 | - | - | - | \$ 132 | - | \$ 132 |
| Board Expenses | - | - | - | - | - | - | - | - | - |
| 9. Software | - | - | - | - | - | - | - | - | - |
| 10. Marketing/Communications | - | - | - | - | - | - | - | - | - |
| 11. Staff Education and Training | \$ 600 | - | \$ 600 | - | - | - | \$ 600 | - | \$ 600 |
| 12. Subcontracts/Agreements | - | - | - | - | - | - | - | - | - |
| 13. Other (Specify details mandatory): | - | - | - | - | - | - | - | - | - |
| Website Maintenance | \$ 15 | - | \$ 15 | - | - | - | \$ 15 | - | \$ 15 |
| Staff Recruitment/Payroll Expense | \$ 139 | - | \$ 139 | - | - | - | \$ 139 | - | \$ 139 |
| Volunteer Recognition | \$ 35 | - | \$ 35 | - | - | - | \$ 35 | - | \$ 35 |
| TOTAL | \$ 13,424 | \$ 1,420 | \$ 14,844 | \$ - | \$ - | \$ - | \$ 13,424 | \$ 1,420 | \$ 14,844 |

Indirect As A Percent of Direct 10.2%

Contractor Initials: *RJB*
Date: *2-10-14*

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DPHHS Contract Share | | |
|---|--------------------|----------|----------|--------------------------|----------|----------|---|----------|----------|
| | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total |
| 1. Total Salary/Wages | \$ 2,346 | \$ 194 | \$ 2,540 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 539 | \$ 45 | \$ 584 | \$ 539 | \$ 45 | \$ 584 | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Rental | \$ 7 | \$ 1 | \$ 8 | \$ 7 | \$ 1 | \$ 8 | \$ - | \$ - | \$ - |
| 6. Repair and Maintenance | \$ 5 | \$ 1 | \$ 6 | \$ 5 | \$ 1 | \$ 6 | \$ - | \$ - | \$ - |
| 7. Purchase/Depreciation | \$ - | \$ 16 | \$ 16 | \$ - | \$ 16 | \$ 16 | \$ - | \$ - | \$ - |
| 8. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Office | \$ 85 | \$ 5 | \$ 90 | \$ 85 | \$ 5 | \$ 90 | \$ - | \$ - | \$ - |
| 14. Travel | \$ 220 | \$ 2 | \$ 222 | \$ 106 | \$ 2 | \$ 108 | \$ - | \$ - | \$ - |
| 15. Occupancy | \$ 358 | \$ 5 | \$ 363 | \$ 358 | \$ 5 | \$ 363 | \$ - | \$ - | \$ - |
| 16. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 17. Telephone | \$ 44 | \$ 1 | \$ 45 | \$ 44 | \$ 1 | \$ 45 | \$ - | \$ - | \$ - |
| 18. Postage | \$ 18 | \$ 3 | \$ 21 | \$ 18 | \$ 3 | \$ 21 | \$ - | \$ - | \$ - |
| 19. Subscriptions | \$ - | \$ 1 | \$ 1 | \$ - | \$ 1 | \$ 1 | \$ - | \$ - | \$ - |
| 20. Audit and Legal | \$ 18 | \$ 1 | \$ 19 | \$ 18 | \$ 1 | \$ 19 | \$ - | \$ - | \$ - |
| 21. Insurance | \$ 31 | \$ 5 | \$ 36 | \$ 31 | \$ 5 | \$ 36 | \$ - | \$ - | \$ - |
| 22. Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 23. Software | \$ - | \$ 9 | \$ 9 | \$ - | \$ 9 | \$ 9 | \$ - | \$ - | \$ - |
| 24. Marketing/Communications | \$ - | \$ 1 | \$ 1 | \$ - | \$ 1 | \$ 1 | \$ - | \$ - | \$ - |
| 25. Staff Education and Training | \$ - | \$ 1 | \$ 1 | \$ - | \$ 1 | \$ 1 | \$ - | \$ - | \$ - |
| 26. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 27. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 28. Website Maintenance | \$ 2 | \$ 2 | \$ 4 | \$ 2 | \$ 2 | \$ 4 | \$ - | \$ - | \$ - |
| 29. Staff Recruitment/Payroll Expense | \$ 2 | \$ 5 | \$ 7 | \$ 2 | \$ 5 | \$ 7 | \$ - | \$ - | \$ - |
| 30. Volunteer Recognition | \$ 2 | \$ 2 | \$ 4 | \$ 2 | \$ 2 | \$ 4 | \$ - | \$ - | \$ - |
| TOTAL | \$ 3,677 | \$ 298 | \$ 3,975 | \$ 1,217 | \$ 104 | \$ 1,321 | \$ 2,460 | \$ 184 | \$ 2,644 |

10.2%

Indirect As A Percent of Direct

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

Bidder/Program Name: Grafton County Senior Citizens Council, Inc.

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

Budget Period: 7/1/14- 9/29/14

Contractor Initials: *RJB*
Date: 27-10-14

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of the Board of Directors of Grafton County Senior Citizens Council, Inc.
(Name of Governing Board) (Name of Corporation)

on February 25, 2003 which was duly called at
which a quorum was present:

“On motion duly made and seconded, it was voted to authorize

the President/Vice President/Treasurer/Executive Director, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Roberta Berner is the duly elected President/Vice President/Treasurer/ **Executive Director** of this corporation and is still qualified and serving in such capacity.

Feb. 10th 2014.
(Date)

Carol Berner
Secretary

“No corporate seal.”

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On Feb 10th 2014, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Victoria Weeks
Notary Public/Justice of the Peace

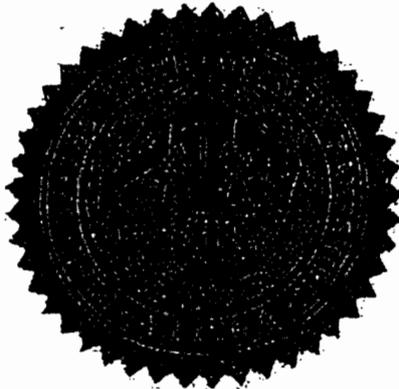
My commission expires: June 19, 2018

VICTORIA M. WEEKS
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire nonprofit corporation formed July 13, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State

Client#: 56450

GRAFT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/2013

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: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: Berkley Risk Administrators. INSURED: Grafton County Senior Citizens Council, PO Box 433, Lebanon, NH 03766.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

** Workers Comp Information **

State: NH

CERTIFICATE HOLDER

State of NH, Bureau of Elderly & Adult Services, NH Dept of Health & Human Services, Catherine Cormier, 129 Pleasant St, Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Lakes Region Partnership for Public Health, 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 Lakes Region Partnership for Public Health, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 67 Water Street, Suite 105, Laconia, NH 03246.

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 \$701,558.
- 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-14.



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]

Lakes Region Partnership for Public Health, Inc.

2.7.14
Date

Sally Minkow
NAME
TITLE President, Board of Directors

Acknowledgement:

State of NH, County of Belknap on Feb 7, 2014, 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

Colleen A. Drouin Notary
Name and Title of Notary or Justice of the Peace





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

OFFICE OF THE ATTORNEY GENERAL

2-11-14
Date Name: _____

Rosemary Wiant
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. The Medicare Improvements for Patients and Providers Act (MIPPA)
 - 1.1. MIPPA program is to assist Medicare beneficiaries by:
 - 1.1.1. reducing 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.
 - 1.1.2. increasing wellness and preventing illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
 - 1.2. Period: Effective Date of Amendment #1 to September 29, 2014.
 - 1.3. The contractor shall provide services to individuals located in the geographic area of Belknap and Carroll Counties.
 - 1.4. The ServiceLink contractor will promote these beneficial programs for people with Medicare, collaborating with community partners to provide outreach, education, and assistance in completing applications for Medicare beneficiaries with limited income. .
 - 1.5. The ServiceLink contractor will initiate outreach contact with low-income individuals who may not have physical access to ServiceLink offices, internet access, or access to a telephone.
 - 1.6. Within 30 days of the effective date of Amendment #1 and upon approval of DHHS, the Contractor shall develop an outreach plan for LIS and MSP, and for preventive services that includes but is not limited to increasing the number of local collaborative partnerships for the purpose of increasing enrollment in these programs and their utilization. At a minimum the plan should be based on the following:
 - 1.6.1. An assessment of past LIS and MSP outreach activities to determine their effectiveness in reaching the target population; i.e., low-income Medicare beneficiaries;
 - 1.6.2. An analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify and prioritize target areas for outreach;
 - 1.6.3. An assessment of past and current partnerships to determine their effectiveness;
 - 1.6.4. Promoting 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 and collaboration with community health care providers;
 - 1.6.5. Working with the Department's SHIP Program Director, set specific goals for increasing LIS and MSP enrollments at the end of each year of the contract. Goals are to be based on current performance data and Refer 7 reports.
 - 1.6.6. Identify and recruit regional providers interested in assisting with outreach to Medicare beneficiaries, including but not limited to:
 - Community health centers
 - Senior centers
 - Hospitals
 - Physician practices
 - Town managers, town welfare directors and boards of selectmen
 - Emergency personnel
 - Senior housing
 - 1.7. Deliverables:
 - 1.7.1. LIS and MSP Outreach plan that includes but is not limited to the collaboration of new partnerships in order to increase enrollment.
 - 1.7.2. Medicare preventive service promotion activities.
 - 1.7.3. Statewide MIPPA advertising materials.
 - 1.7.4. Community partnership and incentive strategies for the state/county/regions for increasing enrollment into and awareness of LIS/MSP & Medicare Wellness/Prevention Screenings.



Exhibit A-1

1.8. 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 LIS, MSP, and Medicare Part D enrollment: Belknap County: 91 individuals enrolled Carroll County: 177 individuals enrolled | 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 |

2. Evidenced Based Care Transitions

- 2.1. The contractor will engage individuals while in acute care settings, such as a hospital, and assist them in transitioning from the acute care setting to a home and community based setting. The goal of this service is to provide individuals with a safe and secure setting and to prevent hospital readmission. The contractor shall follow the individual intensively over a period of approximately one to three months after discharge.
- 2.2. The contractor shall provide services to individuals located in the geographic area of Belknap and Carroll Counties.
- 2.3. The contractor shall follow the evidence based standards and protocols that include the following:
 - 2.3.1. The Contractor will employ a minimum of one full-time equivalent Care Transition Specialist to provide evidence based transition services in the geographic area described in Exhibit A, paragraph #3.
 - 2.3.2. Interdisciplinary communication across acute, primary care and Long Term Services and Supports (LTSS) service providers/systems.
 - 2.3.2.1. The Contractor will assure that the Care Transition Specialist:
 - 2.3.2.1.1. Participates regularly in hospital discharge planning meetings
 - 2.3.2.1.2. Meets with individuals and their family members during their hospital stay
 - 2.3.2.1.3. Provides post-discharge follow up to assure successful transitions back to the individual's home
 - 2.3.2.1.4. Documents related contacts on behalf of transitioning individuals in Refer 7.
 - 2.3.2.1.5. Participates in related training with the objective of becoming certified or maintaining certification in the evidence based transition program model being utilized, as required by the program model's standards.
 - 2.3.3. Activation of individual services;
 - 2.3.3.1. The Contractor shall develop a transition plan for the client and assist the individual in finding and accessing home and community based services according to the transition plan;
 - 2.3.3.2. Ensuring services are in place and suitable for the individual.
 - 2.3.4. Enhanced post discharge follow-up;
 - 2.3.4.1. The Contractor shall provide post-discharge follow up to assure successful transitions back to the individual's home. Follow up includes communicating with the individual and family members and assisting them in problem solving and referrals, and ensuring that the transition plan that has been put into place is working.

Sum
 2.7.14



Exhibit A-1

- 2.3.5. Establish formal agreement with a local hospital to perform evidence based person centered transition support;
 - 2.3.5.1. The Contractor will enter into agreements with local hospitals participating in the Evidence Based Transitions Program to identify the roles and responsibilities of the Care Transitions Specialist and hospital staff in providing transition services. These include but are not limited to the following:
 - 2.3.5.1.1. Establishing a process for identifying individuals and caregivers in need of transition support services
 - 2.3.5.1.2. Developing protocols for referring individuals to the local ServiceLink Contractor for transition support and other services
 - 2.3.5.1.3. Delivering regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.4. The Contractor will establish an Advisory Group with representation from the geographic area served by the ServiceLink Contractor, hospital care management staff, home care providers, skilled care providers, physicians, and others. The Advisory Group will meet regularly to oversee the implementation of the program, develop and disseminate best practices, review readmission data, and problem solves discharge issues and complex care needs.
 - 2.5. Within 30 days of the effective date of this Amendment #1, the Contractor shall provide a report to DHHS as to which Evidence Based model will be used to transition clients and identify the staff to provide the service.
 - 2.5.1. The Contractor shall comply with standards that are prescribed by the Evidenced Based Model selected.
 - 2.6. The Contractor will develop and report to DHHS by June 30, 2014, for review and approval, a sustainability plan that allows for the continuation of the program beyond the funding by DHHS.
 - 2.6.1. In collaboration with the Advisory Group and other key agencies, the Contractor will develop a sustainability plan to continue the program after the Enhanced ADRC Options Counseling funding is terminated.
 - 2.6.2. The sustainability plan shall: identify local hospital participation, quality outcomes, best practices, lessons learned, and future goals. The Contractor shall implement the plan effective July 1, 2015.
3. Veterans Directed Home and Community Based Program (VDHCB)
- 3.1. The Veterans Directed Home and Community Based Program is a consumer-directed program targeted to eligible veterans to offer them alternatives to nursing home care. The Contractor shall be responsible to 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. Contractor shall follow DHHS protocol for linking Veterans with needed LTSS and making mutual referrals.
 - 3.2. The Veterans Administration is responsible for determining the eligibility of veterans for the program and for authorizing a budget to buy LTSS services. The Veterans Administration will refer eligible veterans with an authorized flexible service budget to the ServiceLink contractor who will be responsible for service coordination and Financial Management Services (FMS) under the "Agency with Choice" model. As part of the Veterans Directed Home and Community Based Program, the Contractor shall establish a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and the Manchester Veteran's Administration Medical Center (Manchester VAMC).
 - 3.2.1. The provider's agreement shall define the roles and responsibilities of each party in delivery the program and is to be based on the Memorandum of Agreement between BEAS and the VAMC.
 - 3.2.2. The VAMCs will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the veteran's services.
 - 3.3. The Contractor shall maintain an advisory committee that will include stakeholders and Veterans to provide ongoing feedback for continuous improvement of the program and services.



Exhibit A-1

- 3.4. The Contractor shall provide at 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.
- 3.5. The Contract shall ensure that key contractor's staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors are trained to provide this service.
- 3.6. The Contractor shall provide or contract with an agency to provide financial management services to assume the roles and responsibilities of an agency with choice model.
- 3.7. The Contractor shall assure that documentation required by both BEAS and the VA is kept current and submitted according to schedule.
 - 3.7.1. The Contractor shall add contact data in Refer 7 to include region-specific resources serving veterans.
- 3.8. . The Contractor shall be responsible for assuring the following:
 - 3.8.1. 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.
 - 3.8.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
 - 3.8.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
 - 3.8.4. Of the veterans served, there will be a 90 % or better, consumer satisfaction rate.
 - 3.8.5. Procedures for complying with program reporting requirements, which shall be defined by DHHS upon approval of the Contractor's final implementation plan, are in place.
 - 3.8.6. Maintain the Agreement with the local Veterans Administration.
 - 3.8.7. The contractor shall provide services to Veterans located in the geographic area of Belknap and Carroll Counties.



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 |
| 14AANH3FC | 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 |
| 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
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 – B14. Each budget is specific to a time period

Contractor Initials: *SM*
 Date: 2.7.14



Exhibit B Amendment #1

- 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-14 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.
 16. Evidenced Based Care Transitions: The funding is from the effective date of Amendment #1 to June 30, 2015.
 17. Veterans Directed Home and Community Based Program: The contractor shall provide the scope of work as defined in Section 3 of Exhibit A-1, without funding from the Department.

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

Bidder/Program Name: Lakes Region Partnership for Public Health

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

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | Contractor Share / Match | | Requested Budget to be Funded by DHHB Contract Share | |
|---|--------------------|----------------|--------------------------|----------------|--|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 3,576.00 | \$ - | \$ - | \$ - | \$ 3,576.00 | \$ - |
| 2. Employee Benefits | \$ 1,054.00 | \$ - | \$ - | \$ - | \$ 1,054.00 | \$ - |
| 3. Consultants | \$ 167.00 | \$ - | \$ - | \$ - | \$ 167.00 | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 40.00 | \$ - | \$ - | \$ - | \$ 40.00 | \$ - |
| Repair and Maintenance | \$ 74.00 | \$ - | \$ - | \$ - | \$ 74.00 | \$ - |
| Purchase/Depreciation | \$ 44.00 | \$ - | \$ - | \$ - | \$ 44.00 | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 80.00 | \$ - | \$ - | \$ - | \$ 80.00 | \$ - |
| Travel | \$ 118.00 | \$ - | \$ - | \$ - | \$ 118.00 | \$ - |
| 6. Occupancy | \$ 464.00 | \$ - | \$ - | \$ - | \$ 464.00 | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 38.00 | \$ - | \$ - | \$ - | \$ 38.00 | \$ - |
| Postage | \$ 21.00 | \$ - | \$ - | \$ - | \$ 21.00 | \$ - |
| Subscriptions | \$ 3.00 | \$ - | \$ - | \$ - | \$ 3.00 | \$ - |
| Audit and Legal | \$ 129.00 | \$ - | \$ - | \$ - | \$ 129.00 | \$ - |
| Insurance | \$ 106.00 | \$ - | \$ - | \$ - | \$ 106.00 | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 4.00 | \$ - | \$ - | \$ - | \$ 4.00 | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 7.00 | \$ - | \$ - | \$ - | \$ 7.00 | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Internet and web-design | \$ 34.00 | \$ - | \$ - | \$ - | \$ 34.00 | \$ - |
| Moving Expense | \$ 44.00 | \$ - | \$ - | \$ - | \$ 44.00 | \$ - |
| Executive Director Wage and Benefits | \$ 600.00 | \$ - | \$ - | \$ - | \$ 600.00 | \$ - |
| TOTAL | \$ 6,603.00 | \$ - | \$ - | \$ - | \$ 6,603.00 | \$ - |

Indirect As A Percent of Direct 0.0%

Contractor Initials: *SM*
 Date: *5.27.14*

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

Bidder/Program Name: Lakes Region Partnership for Public Health

Budget Request for: Evidence Based Care Transitions
(Name of Program)

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHB Contract Share | | | |
|---|--------------------|----------|-------|--------------------------|----------|-------|--|----------|-------|-----------|
| | Direct Incremental | Indirect | Fixed | Direct Incremental | Indirect | Fixed | Direct Incremental | Indirect | Fixed | |
| 1. Total Salary/Wages | \$ 15,084 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,084 | \$ - | \$ - | \$ 15,084 |
| 2. Employee Benefits | \$ 4,355 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,355 | \$ - | \$ - | \$ 4,355 |
| 3. Consultants | \$ 679 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 679 | \$ - | \$ - | \$ 679 |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 163 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 163 | \$ - | \$ - | \$ 163 |
| Repair and Maintenance | \$ 307 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 307 | \$ - | \$ - | \$ 307 |
| Purchase/Depreciation | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 | \$ - | \$ - | \$ 175 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 330 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 330 | \$ - | \$ - | \$ 330 |
| 6. Travel | \$ 473 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 473 | \$ - | \$ - | \$ 473 |
| 7. Occupancy | \$ 1,391 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,391 | \$ - | \$ - | \$ 1,391 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 149 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 149 | \$ - | \$ - | \$ 149 |
| Postage | \$ 85 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 85 | \$ - | \$ - | \$ 85 |
| Subscriptions | \$ 14 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14 | \$ - | \$ - | \$ 14 |
| Audit and Legal | \$ 526 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 526 | \$ - | \$ - | \$ 526 |
| Insurance | \$ 330 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 330 | \$ - | \$ - | \$ 330 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 17 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 17 | \$ - | \$ - | \$ 17 |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 29 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 29 | \$ - | \$ - | \$ 29 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Internet & web-design | \$ 143 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 143 | \$ - | \$ - | \$ 143 |
| Moving Expense | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 | \$ - | \$ - | \$ 175 |
| Executive Director wages & benefits | \$ 2,440 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,440 | \$ - | \$ - | \$ 2,440 |
| TOTAL | \$ 26,863 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 26,863 | \$ - | \$ - | \$ 26,863 |

Indirect As A Percent of Direct 0.0%

Contractor Initials: *SM*
Date: *2-7-14*

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

Bidder/Program Name: Lakes Region Partnership for Public Health
 Budget Request for: Medicare Improvements for Patients and Providers Act (MIPAA)
 (Name of Program)

Budget Period: 7/1/14 - 9/29/14

| Line Item | Total Program Cost | | Contractor Share / Match | | Requested Budget to be Funded by DHH Contract Share | |
|---|--------------------|----------------|--------------------------|----------------|---|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 3,128.00 | \$ - | \$ - | \$ - | \$ 3,128.00 | \$ - |
| 2. Employee Benefits | \$ 691.00 | \$ - | \$ - | \$ - | \$ 691.00 | \$ - |
| 3. Consultants | \$ 98.00 | \$ - | \$ - | \$ - | \$ 98.00 | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 24.00 | \$ - | \$ - | \$ - | \$ 24.00 | \$ - |
| Repair and Maintenance | \$ 44.00 | \$ - | \$ - | \$ - | \$ 44.00 | \$ - |
| Purchase/Depreciation | \$ 27.00 | \$ - | \$ - | \$ - | \$ 27.00 | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 48.00 | \$ - | \$ - | \$ - | \$ 48.00 | \$ - |
| 6. Travel | \$ 74.00 | \$ - | \$ - | \$ - | \$ 74.00 | \$ - |
| 7. Occupancy | \$ 232.00 | \$ - | \$ - | \$ - | \$ 232.00 | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 23.00 | \$ - | \$ - | \$ - | \$ 23.00 | \$ - |
| Postage | \$ 12.00 | \$ - | \$ - | \$ - | \$ 12.00 | \$ - |
| Subscriptions | \$ 2.00 | \$ - | \$ - | \$ - | \$ 2.00 | \$ - |
| Audit and Legal | \$ 75.00 | \$ - | \$ - | \$ - | \$ 75.00 | \$ - |
| Insurance | \$ 54.00 | \$ - | \$ - | \$ - | \$ 54.00 | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 3.00 | \$ - | \$ - | \$ - | \$ 3.00 | \$ - |
| 10. Marketing/Communications | \$ 27.00 | \$ - | \$ - | \$ - | \$ 27.00 | \$ - |
| 11. Staff Education and Training | \$ 4.00 | \$ - | \$ - | \$ - | \$ 4.00 | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Internet and Web-Design | \$ 21.00 | \$ - | \$ - | \$ - | \$ 21.00 | \$ - |
| Executive Director Wages and Benefits | \$ 329.00 | \$ - | \$ - | \$ - | \$ 329.00 | \$ - |
| TOTAL | \$ 4,916.00 | \$ - | \$ - | \$ - | \$ 4,916.00 | \$ - |

Indirect As A Percent of Direct 0.0%

Contractor Initials: *SM*
 Date: *7.7.14*

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

Bidder/Program Name: Lakes Region Partnership for Public Health

Budget Request for: Evidence Based Care Transitions
(Name of Program)

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

| Line Item | Total Program Cost | | Contractor Share / Match | | Requested Budget to be Funded by DHHS Contract Share | |
|--|---------------------|----------------|--------------------------|----------------|--|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 37,555.00 | \$ - | \$ - | \$ - | \$ 37,555.00 | \$ - |
| 2. Employee Benefits | \$ 9,895.00 | \$ - | \$ - | \$ - | \$ 9,895.00 | \$ - |
| 3. Consultants | \$ 1,623.00 | \$ - | \$ - | \$ - | \$ 1,623.00 | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 381.00 | \$ - | \$ - | \$ - | \$ 381.00 | \$ - |
| Repair and Maintenance | \$ 716.00 | \$ - | \$ - | \$ - | \$ 716.00 | \$ - |
| Purchase/Depreciation | \$ 438.00 | \$ - | \$ - | \$ - | \$ 438.00 | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 770.00 | \$ - | \$ - | \$ - | \$ 770.00 | \$ - |
| 6. Travel | \$ 1,181.00 | \$ - | \$ - | \$ - | \$ 1,181.00 | \$ - |
| 7. Occupancy | \$ 3,708.00 | \$ - | \$ - | \$ - | \$ 3,708.00 | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 373.00 | \$ - | \$ - | \$ - | \$ 373.00 | \$ - |
| Postage | \$ 199.00 | \$ - | \$ - | \$ - | \$ 199.00 | \$ - |
| Subscriptions | \$ 33.00 | \$ - | \$ - | \$ - | \$ 33.00 | \$ - |
| Audit and Legal | \$ 1,251.00 | \$ - | \$ - | \$ - | \$ 1,251.00 | \$ - |
| Insurance | \$ 867.00 | \$ - | \$ - | \$ - | \$ 867.00 | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ 39.00 | \$ - | \$ - | \$ - | \$ 39.00 | \$ - |
| 9. Marketing/Communications | \$ 438.00 | \$ - | \$ - | \$ - | \$ 438.00 | \$ - |
| 10. Staff Education and Training | \$ 62.00 | \$ - | \$ - | \$ - | \$ 62.00 | \$ - |
| 11. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Other (Specify details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Internet & web-design | \$ 334.00 | \$ - | \$ - | \$ - | \$ 334.00 | \$ - |
| Executive Director wages & benefits | \$ 5,464.00 | \$ - | \$ - | \$ - | \$ 5,464.00 | \$ - |
| TOTAL | \$ 65,327.00 | \$ - | \$ - | \$ - | \$ 65,327.00 | \$ - |

0.0%

#DIV/0!

0.0%

Contractor Initials: *SMN*
Date: *2-9-14*

CERTIFICATE OF VOTE

I, John Beland, of Lakes Region Partnership for Public Health, Inc. , do hereby certify that:

1. I am the duly elected Secretary of the Lakes Region Partnership for Public Health, Inc;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on September 29, 2011;

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

RESOLVED: That the President and/or Vice President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Sally Minkow is the duly elected President and Margaret Pritchard is the duly elected Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of February 7, 2014.

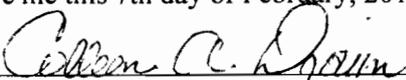
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 7th day of February, 2014.


Secretary, Board of Directors

(CORPORATE SEAL)
STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 7th day of February, 2014 by John Beland.

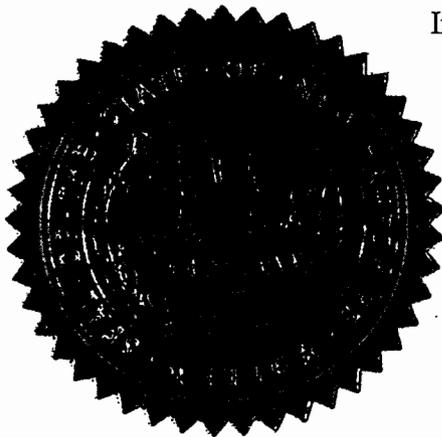



Notary Public/Justice of the Peace
My Commission Expires: 8/14/18

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lakes Region Partnership for Public Health, Inc. is a New Hampshire nonprofit corporation formed April 21, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of November A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2014

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

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

| | |
|--|---|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | CONTACT NAME: Pat Mack |
| | PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com |
| INSURED Lakes Region Partnership for Public Health, 67 Water Street, Suite 105 Laconia NH 03246 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Great American Ins Group |
| | INSURER B: Hartford Underwriters Insuranc 30104 |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 2013 w/2014 WC REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | MAC3793453-07 | 3/10/2013 | 3/10/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CAP1898681-03 | 3/10/2013 | 3/10/2014 | 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 |
| | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | 04WECRJ0009 | 1/1/2014 | 1/1/2015 | WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000 |
| | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) | | | | | |

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| catherine.a.cormier@dhhs.s | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| State of NH Dept of Health & Human Serv. Bureau of Elderly & Adult Services Attn: Catherine Cormier, Contract Admin 129 Pleasant Street Concord, NH 03301-3857 | AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i> |

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

FINANCIAL STATEMENTS

JUNE 30, 2013 and 2012

COMPLIANCE REPORT JUNE 30, 2013

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

FINANCIAL STATEMENTS AND COMPLIANCE REPORT

JUNE 30, 2013 and 2012

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
Laconia, New Hampshire 03246

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Partnership for Public Health, Inc as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of federal awards, as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and related directly to the underlying accountings 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 State of America. In our opinion, the information is fairly stated, in all respects, in relation to the financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 24, 2013, on our consideration of Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements 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 Lakes Region Partnership for Public Heath, Inc.'s internal control over financial reporting and compliance.

Malone Dirubbo + Company PC
Malone, Dirubbo & Company, P.C.
Lincoln, New Hampshire
October 24, 2013

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30

ASSETS

| | <u>2013</u> | <u>2012</u> |
|----------------------------------|-------------------|-------------------|
| CURRENT ASSETS | | |
| Cash | \$ 134,993 | \$ 50,033 |
| Cash - restricted | 7,104 | 4,705 |
| Cash - restricted fiduciary fund | 24,593 | 25,003 |
| Contracts receivable | 130,509 | 123,286 |
| Grants receivable - restricted | 2,250 | 3,000 |
| Prepaid expenses | 9,338 | 44,374 |
| Total Current Assets | <u>308,787</u> | <u>250,401</u> |
| PROPERTY AND EQUIPMENT | | |
| Leasehold improvements | 4,561 | 4,561 |
| Furniture and equipment | 14,510 | 14,510 |
| Office equipment | 25,909 | 25,908 |
| Less, accumulated depreciation | <u>(30,404)</u> | <u>(24,729)</u> |
| Net Property and Equipment | <u>14,576</u> | <u>20,250</u> |
| OTHER ASSETS | | |
| Deposit | <u>2,499</u> | <u>2,499</u> |
| Total Other Assets | <u>2,499</u> | <u>2,499</u> |
| TOTAL ASSETS | <u>\$ 325,862</u> | <u>\$ 273,150</u> |

LIABILITIES AND NET ASSETS

| | <u>2013</u> | <u>2012</u> |
|---|--------------------------|--------------------------|
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 38,516 | \$ 33,403 |
| Accrued payroll | 16,250 | 9,055 |
| Accrued compensated absences | 11,726 | 15,657 |
| Accrued other expenses | 15,000 | 15,000 |
| Deferred contract revenue | 99,851 | 95,533 |
| Fiduciary funds | 29,707 | 25,003 |
| Current portion long term debt | - | 1,695 |
| Total Current Liabilities | <u>211,050</u> | <u>195,346</u> |
| LONG TERM DEBT | | |
| Note payable | - | 1,695 |
| Less current portion | - | (1,695) |
| Total Long Term Debt | <u>-</u> | <u>-</u> |
| Total Liabilities | <u>211,050</u> | <u>195,346</u> |
| NET ASSETS | | |
| Unrestricted | 107,708 | 70,099 |
| Temporarily restricted | 7,104 | 7,705 |
| Total Net Assets | <u>114,812</u> | <u>77,804</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u><u>\$ 325,862</u></u> | <u><u>\$ 273,150</u></u> |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENTS OF ACTIVITIES
JUNE 30

| | <u>2013</u> | <u>%</u> | <u>2012</u> | <u>%</u> |
|--|--------------------------|--------------|-------------------------|--------------|
| UNRESTRICTED NET ASSETS | | | | |
| Unrestricted Support | | | | |
| Contributions | \$ 13,502 | 1.5 | \$ 7,479 | 0.8 |
| In-kind support | 43,010 | 4.6 | 13,535 | 1.4 |
| Federal funds | 524,117 | 56.5 | 658,065 | 68.2 |
| State funds | 105,823 | 11.4 | 61,714 | 6.4 |
| Private grants and awards | 134,802 | 14.5 | 90,310 | 9.4 |
| Special events | 1,424 | 0.2 | 2,144 | 0.2 |
| Agent fees | 92,928 | 10.0 | 60,355 | 6.3 |
| Miscellaneous income | 6,280 | 0.7 | 8,111 | 0.8 |
| Interest income | 119 | 0.0 | 127 | 0.0 |
| | <u>922,005</u> | <u>99.4</u> | <u>901,840</u> | <u>93.5</u> |
| Net assets released from restrictions | <u>5,100</u> | <u>0.6</u> | <u>63,127</u> | <u>6.5</u> |
| | <u>927,105</u> | <u>100.0</u> | <u>964,967</u> | <u>100.0</u> |
| Expenses | | | | |
| Programs services | 718,229 | 77.5 | 793,586 | 82.2 |
| Management and general | 170,050 | 18.1 | 145,424 | 14.9 |
| Fundraising | 1,217 | 0.1 | 2,008 | 0.2 |
| | <u>889,496</u> | <u>95.7</u> | <u>941,018</u> | <u>97.3</u> |
| INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS | <u>37,609</u> | <u>4.3</u> | <u>23,949</u> | <u>2.7</u> |
| TEMPORARILY RESTRICTED NET ASSETS | | | | |
| Federal & state contract and awards | 2,500 | | 5,540 | |
| Private grants and awards | 1,999 | | 2,094 | |
| Net assets released from restrictions | <u>(5,100)</u> | | <u>(63,127)</u> | |
| INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS | <u>(601)</u> | | <u>(55,493)</u> | |
| INCREASE (DECREASE) IN NET ASSETS | 37,008 | | (31,544) | |
| NET ASSETS AT BEGINNING OF YEAR | <u>77,804</u> | | <u>109,348</u> | |
| NET ASSETS AT END OF YEAR | \$ <u><u>114,812</u></u> | | \$ <u><u>77,804</u></u> | |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
JUNE 30, 2013

| | <u>Program</u> | <u>Management & Administrative</u> | <u>Fundraising</u> | <u>Total</u> | <u>%</u> |
|----------------------------------|-------------------|--|--------------------|-------------------|-------------|
| Salaries and wages | \$ 346,283 | \$ 105,311 | \$ - | \$ 451,594 | 48.7 |
| Employee benefits & insurance | 60,810 | 17,498 | - | 78,308 | 8.4 |
| Professional fees | 4,463 | 33,707 | - | 38,170 | 4.1 |
| Office expense | 16,500 | 934 | 17 | 17,451 | 1.9 |
| Program supplies | 19,750 | 574 | 280 | 20,604 | 2.2 |
| Contract service | 101,870 | - | - | 101,870 | 11.0 |
| Occupancy | 28,253 | - | - | 28,253 | 3.0 |
| Donated program services | 43,010 | - | - | 43,010 | 4.6 |
| Communications expense | 4,915 | 1,946 | - | 6,861 | 0.7 |
| Staff education/meetings | 21,518 | 1,844 | 68 | 23,430 | 2.5 |
| Community education | 48,370 | - | - | 48,370 | 5.2 |
| Repair and maintenance | 6,867 | 431 | - | 7,298 | 0.8 |
| Miscellaneous | 892 | 1,219 | - | 2,111 | 0.2 |
| Insurance | 7,276 | 900 | - | 8,176 | 1.0 |
| Equipment purchase/rent | 3,845 | - | - | 3,845 | 0.4 |
| Fundraising | 967 | - | 852 | 1,819 | 0.2 |
| Postage | 1,949 | 11 | - | 1,960 | 0.2 |
| Depreciation | - | 5,675 | - | 5,675 | 0.6 |
| Dues | 691 | - | - | 691 | 0.1 |
| Total Functional Expenses | \$ 718,229 | \$ 170,050 | \$ 1,217 | \$ 889,496 | 95.7 |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
JUNE 30, 2012

| | <u>Program</u> | <u>Management & Administrative</u> | <u>Fundraising</u> | <u>Total</u> | <u>%</u> |
|----------------------------------|-------------------|--|--------------------|-------------------|-------------|
| Salaries and wages | \$ 382,739 | \$ 84,269 | \$ - | \$ 467,008 | 48.4 |
| Employee benefits & insurance | 67,807 | 13,370 | - | 81,177 | 8.4 |
| Professional fees | 8,502 | 36,212 | - | 44,714 | 4.6 |
| Office expense | 7,184 | 1,992 | - | 9,176 | 1.0 |
| Program supplies | 11,918 | - | - | 11,918 | 1.2 |
| Contract service | 179,741 | - | - | 179,741 | 18.6 |
| Occupancy | 29,669 | - | - | 29,669 | 3.1 |
| Donated program services | 13,535 | - | - | 13,535 | 1.4 |
| Communications expense | 6,486 | - | - | 6,486 | 0.7 |
| Staff education/meetings | 28,041 | 329 | - | 28,370 | 2.9 |
| Community education | 34,969 | - | - | 34,969 | 3.6 |
| Repair and maintenance | 6,899 | - | - | 6,899 | 0.7 |
| Miscellaneous | 518 | 1,373 | - | 1,891 | 0.2 |
| Insurance | 6,852 | 900 | - | 7,752 | 0.8 |
| Equipment purchase/rent | 6,690 | 432 | - | 7,122 | 0.7 |
| Fundraising | - | - | 2,008 | 2,008 | 0.2 |
| Postage | 1,703 | - | - | 1,703 | 0.2 |
| Depreciation | - | 6,472 | - | 6,472 | 0.7 |
| Dues | 333 | 75 | - | 408 | - |
| Total Functional Expenses | \$ 793,586 | \$ 145,424 | \$ 2,008 | \$ 941,018 | 97.3 |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENTS OF CASH FLOWS
JUNE 30

| | 2013 | 2012 |
|--|------------|-------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Increase(decrease) in net assets | \$ 37,008 | \$ (31,544) |
| Adjustments to reconcile net assets to net cash provided by (used in) operations: | | |
| (Increase) decrease in assets: | | |
| Depreciation and amortization | 5,675 | 6,472 |
| (Increase) decrease in contracts receivable | (7,223) | (37,680) |
| (Increase) decrease in grants receivable | 750 | 500 |
| (Increase) decrease in prepaid expenses | 35,035 | (15,279) |
| Increase (decrease) in liabilities: | | |
| Increase (decrease) in accounts payable | 5,113 | 5,127 |
| Increase (decrease) in accrued liabilities | 3,264 | (21,729) |
| Increase (decrease) in fiduciary passthrough | 4,704 | 14,054 |
| Increase (decrease) in deferred revenue | 4,318 | 52,112 |
| Cash Provided by (Used in) Operations | 88,644 | (27,968) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Payment on long-term debt | (1,695) | (1,673) |
| Net Cash Provided by (Used in) Financing Activities | (1,695) | (1,673) |
| Net increase (decrease) in cash & cash equivalents | 86,949 | (29,641) |
| Cash & cash equivalents, Beginning of Year | 79,741 | 109,382 |
| Cash & cash equivalents, End of Year | \$ 166,690 | \$ 79,741 |
| Supplemental disclosure of cash flow information | | |
| Cash paid during year for interest | \$ 9 | \$ 39 |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 1 - Summary of Significant Accounting Policies

Organization

Lakes Region Partnership for Public Health, Inc. (the Organization) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

a. Basis of Accounting

The Organization uses the accrual basis of accounting in accordance with generally accepted accounting principles.

b. Net Assets

In accordance with generally accepted accounting principles, 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. In addition, the Organization is required to present a statement of cash flows.

Unrestricted

The Organization reports gifts of cash, land, buildings, and equipment as unrestricted unless explicit donor stipulations specify how the donated assets must be used.

Temporarily Restricted

The Organization reports gifts of cash, grants and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted

The Organization's permanently restricted net assets consist of donor restricted bequests providing for permanent endowments, which are intended to provide a permanent source of income. The endowment principal is held for investment in an agency endowment fund. The Organization has no permanently restricted net assets.

c. Grants and Awards

The Organization uses the accrual method of accounting for all significant items of revenue and expense. Grants are recorded when awarded. Restricted funds are accounted for in accordance with various donor and grantor requirements.

d. Exchange Transactions

The Organization recognizes some grants and awards as exchange transactions. Accordingly, revenue is recognized when earned and expenses are recognized as incurred.

e. Service Provider

The Organization is a service provider for the Veteran's Administration for the Veterans Direct Home and Community Based Service Program. The service fees are recorded as income when earned. The \$245,988 of reimbursement for veteran's allowable expenses is not included in the statement of activities.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 1 - Summary of Significant Accounting Policies (cont'd)

f. Tax Status

The Organization qualifies as a tax-exempt Organization under Section 501(c) (3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of section 509 (a) of the code. As of June 30, 2013 and 2012, there was no unrelated business income for the organization.

g. Functional Expenses

Functional expenses have been allocated between Program Services and Supporting Services based on an analysis of personnel time and space utilized for the related activities.

h. Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

i. Restricted Cash

The Organization considers all highly liquid investments with a maturity of three months or less when purchased and restricted for a particular purpose to be included in restricted cash.

j. Contributions

The Organization elected to adopt U.S. generally accepted accounting principles. In accordance with U.S. generally accepted accounting principles, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Under U.S. GAAP, all donor restricted contributions are required to be reported as temporarily restricted or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

k. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

l. Federally Insured Limits

The Organization maintains its cash at a financial institution whose accounts are secured by the Federal Deposit Insurance Corporation for up to \$250,000, in the aggregate. The Organization had no balances which exceeded insured limits as of June 30, 2013 and 2012.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 1 - Summary of Significant Accounting Policies (cont'd)

m. Advertising Costs

The Organization expenses advertising costs as they are incurred. There were no advertising costs for the years ending June 30, 2013 and 2012.

n. Accrued Vacation Wages

Employees of the Organization working full-time and part-time employees working an excess of 20 hours per week are entitled to paid time off. Vacation time is earned from the first day of work. A maximum of 160 hours can be accumulated. Accumulated vacation time is payable upon termination of employment with proper notice. The Organization accrues accumulated vacation wages accordingly.

o. Income Taxes

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2013 and 2012.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2009.

The Organization's policy is to classify income tax related interest and penalties in interest expense and other expenses, respectively.

Under generally accepted accounting principles effective September 15, 2009, an Organization must recognize the tax benefit associated with tax positions taken for tax return purposes when it is more likely than not that the position will be sustained. The implementation of this generally accepted accounting principle had no impact on the Organization's financial statements. The Organization does not believe there are any material uncertain tax positions and, accordingly, it will not recognize any liability for unrecognized tax benefits.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 2 - Property and Equipment

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

Property and equipment are carried at cost. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes at rates based on the following estimated useful lives.

| | Years |
|------------------------|-------|
| Leasehold improvements | 10-15 |
| Office equipment | 5-10 |
| Furniture and fixtures | 7-15 |

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation expense for the years ended June 30, 2013 and 2012 was \$5,675 and \$6,472 respectively.

Note 3 - Line of Credit

The Organization has a \$25,000 line of credit with Bank of New Hampshire with an interest rate of 5.25%. On September 4, 2013, the Organization increased the line of credit to \$50,000, with a variable interest rate. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2013 and 2012, the balance of the line-of-credit was \$0.

Note 4 - Donated Services & In-kind

Donated services are recognized if the services received require special skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Donated services for volunteer counselors have been reflected in the financial statements as support and expense.

For the year ended June 30, 2013, the estimated value of the volunteers donated time was \$20,680 based on 1,034 of recorded volunteer hours valued at approximately \$20 per hour. Donated in-kind goods and other services totaled \$22,330

For the year ended June 30, 2012 the estimated value of the volunteers donated time was \$11,910 based on 595.5 of recorded volunteer hours valued at approximately \$20 per hour. Donated in-kind goods and other services totaled \$1,625.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 5 - Related Party Transactions

The Organization has entered into transactions with board members whereby certain members have incurred out of pocket expenses for items to benefit the program and have subsequently been reimbursed. In each case the reimbursement request was submitted for approval by the executive director and supported by an itemized receipt. None of the reimbursed amounts exceeded \$100.

In 2013 and 2012, the Organization contracted with Lakes Region Community Services for services provided on a federal program. The executive director of Lakes Region Community Services is a member of the Organizations board of directors. The payments for services were \$24,553 and \$5,375 for the years ending June 30, 2013 and 2012, respectively.

Note 6 - Concentrations

The Organization's source of revenue and support are as follows:

| | <u>2013</u> | <u>2012</u> |
|-----------------|--------------|--------------|
| Federal Sources | 56.6 | 72.4 |
| State Sources | 11.7 | 7.4 |
| Private Grants | 14.8 | 10.2 |
| In-Kind Support | 4.6 | 1.5 |
| Contributions | 1.5 | 0.8 |
| Agent Fees | 10.0 | 6.6 |
| Other | 0.8 | 1.1 |
| | <u>100 %</u> | <u>100 %</u> |

The services provided by the Organization are funded primarily by grants and awards from federal and state funds. If federal and state budget reforms are made they might have significant future impact on operating income.

Note 7 - Long Term Debt

On June 3, 2011 the Organization entered into a loan agreement with New Hampshire Health and Education Facilities Authority under which the Organization received proceeds of \$5,000 for a term of 3 years at 2.0% interest. The note is payable in thirty-six monthly installments of \$143.21 beginning on July 5, 2011. The proceeds of this loan were used to purchase a terminal server. The balance of this note at June 30, 2013 and 2012 was \$0 and \$1,695, respectively.

Note 8 - Lease

On September 1, 2007 the Organization entered into a one year renewable lease for new office with annual increases tied to the Consumer Price Index at June 30. On September 1, 2009 the Organization leased additional office space under the same terms. The lease was renewed on September 1, 2013 and 2012 with monthly lease payments of \$1,943 and \$1,943, respectively. In July 2012 additional space was leased. Lease expense for the year ended June 30, 2013 and 2012 was \$23,316 and \$24,106, respectively.

In addition, the Organization leases a copier, which is traded-in periodically. The copier lease expense for the years ending June 30, 2013 and 2012 was approximately \$2,756 and \$2,495, respectively.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 9 - Restricted Net Assets

Substantially all of the restrictions on net assets for the year ended June 30, 2013 and 2012 are related to donor stipulations that limit the use of the donated assets. When the restrictions expire, the amounts will be reclassified to unrestricted net assets.

Temporarily restricted net assets include the following:

| | <u>2013</u> | <u>2012</u> |
|---------------------------|-----------------|-----------------|
| Family Caregivers Network | \$ 4,715 | \$ 4,598 |
| Town Hall | - | 500 |
| Volunteer Cert | 596 | 777 |
| N4A | 1,006 | 1,006 |
| HEAL | - | 208 |
| Other | 787 | 616 |
| | <u>\$ 7,104</u> | <u>\$ 7,705</u> |

Note 10 - Exchange Transaction

The Organization has been awarded federal and state grants that for financial statement presentation are considered exchange transactions. The revenue and expense from an exchange transaction are treated as unrestricted net assets, even in circumstances in which resource providers have placed limitations on the use of the resources. For the years ended June 30, 2013 and 2012 the Organization has \$130,509 and \$123,286 in contract receivable, and \$99,851 and \$95,533 in deferred contract revenue, respectively.

The contracts that are expected to be received in the next fiscal year are approximately \$1,180,000.

Note 11 - Grant Receivable

Grants receivables are as follows:

| | <u>2013</u> | <u>2012</u> |
|----------------------------------|-----------------|-----------------|
| Receivable in less than one year | \$ 2,250 | \$ 3,000 |
| | <u>\$ 2,250</u> | <u>\$ 3,000</u> |

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 12 - Subsequent Events

In preparing these financial statements, the Organization has evaluated subsequent events and transactions for potential recognition or disclosure through October 24, 2013, the date the financial statements are available to be issued.

SUPPLEMENTARY INFORMATION AND COMPLIANCE REPORT

**Lakes Region Partnership for Public Health
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013**

| <i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i> | <i>Federal CFDA Number</i> | <i>Pass-Through Entity Identifying Number</i> | <i>Federal Expenditures (\$)</i> |
|--|--------------------------------|---|--|
| Department of Homeland Security Pass-Through Programs | | | |
| Passed-through New Hampshire Department of Safety; Volunteer NH! | | | |
| New Hampshire Department of Safety; Volunteer NH Homeland Security Grant Program | 97.067 | DHS11GPD06700002 | 9,000 |
| Department of Health and Human Services Direct Programs | | | |
| Medical Reserve Corps Small Grant Program | 93.008 | SMRCSG101005-03 | 659 |
| School Based seasonal influenza vaccination services | 93.268 | ILICMA300148/01 | 15,000 |
| Department of Health and Human Services Pass-Through Programs: | | | |
| New Hampshire Department of Health and Human Services Money Follows the Person Rebalancing Demonstration | 93.791 | ILICMA300148/01 | 37,500 |
| State of New Hampshire Department of Health & Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects | 93.048 | 90DR0039/03 | 1,632 |
| State of New Hampshire Department of Health & Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects | 93.048 | 90MP00 90CT0160/01 | 35,606 |
| State of New Hampshire Department of Health & Human Services Social Services Block Grant | 93.667 | 105954848101092555 45500387 | 5,168 |
| State of New Hampshire Department of Health & Human Services Block Grants for Prevention and Treatment of Substance Abuse | 93.959 | 10250073495848502 | 75,000 |
| State of New Hampshire Department of Health & Human Services National Bioterrorism Hospital Preparedness Program | 93.889 | 0595909025102239 | 6,000 |
| State of New Hampshire Department of Health & Human Services Public Health Emergency Preparedness | 93.069 | 90077141 | 76,000 |
| State of New Hampshire Department of Health & Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects | 93.048 | 90MP0073/01 | 21,500 |
| State of New Hampshire Dept. of Health and Human Services of Elderly& Adult National Family Caregiver Support, Title III, Part E | 93.052 | 90CD1202/01 | 37,000 |

**Lakes Region Partnership for Public Health
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013**

| | | | |
|--|--------|--------------------------|-------------------------|
| State of NH Health Human Services Lakes Region Healthy Homes | 93.070 | 9003600 | 15,758 |
| State of NH Health & Human Services Affordable Care Act - Medicare Improvements for Patients and Providers | 93.518 | 059548481010892500 00 | 49,235 |
| Passed-through Strafford Network; Easter Seals; NH Dept. of Health & Human Svc | | | |
| Strafford Network; Easter Seals; NH Dept. of Health & Human Service Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations | 93.779 | | 66,256 |
| State of New Hampshire Department of Health & Human Services Medical Assistance Program | 93.778 | 618055050039B | 48,252 |
| Total Department of Health and Human Services | | | <u>490,566</u> |
| Department of Veterans Affairs Direct Programs Veterans Medical Care Benefits | 64.009 | | 270,541 |
| Total Expenditures of Federal Awards | | | <u><u>\$770,107</u></u> |

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Lakes Region Partnership for Public Health, Inc. under programs of the federal government for the year ended June 30, 2013. 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 Lakes Region Partnership of Public Health, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Lakes Region Partnership for Public Health, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3 - SUBRECIPIENTS

Of the federal expenditures presented in the Schedule, Lakes Region Partnership for Public Health, Inc. provided federal awards to sub recipients in the amount of \$65,317. Of that amount none was audited as part of major programs.

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Robert E. Reed, CPA
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INDEPENDENT AUDITORS' REPORT

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

To The Board of Directors of
Lakes Region Partnership for Public Health, Inc.
Laconia, New Hampshire 03246

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 Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 24, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Partnership for Public Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of 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 the 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 and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

To The Board of Directors of
Lakes Region Partnership for Public Health, Inc.

However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies.

See 2013-2 in the accompanying schedule of findings and questioned costs.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lakes Region Partnership for Public Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items

See 2013-1 and 2013-2 in the accompanying schedule of findings and questioned costs.

Lakes Region Partnership for Public Health, Inc.'s Response to Findings

Lakes Region Partnership for Public Health, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Lakes Region Partnership for Public Health, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

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.

Malone Dirubbo & Company PC
Malone, Dirubbo & Company, P.C.
Lincoln, New Hampshire
October 24, 2013

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INDEPENDENT AUDITORS' REPORT

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

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
Laconia, New Hampshire 03246

Report on Compliance for Each Major Federal Program

We have audited Lakes Region Partnership for Public Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Lakes Region Partnership for Public Health, Inc.'s major federal programs for the year ended June 30, 2013. Lakes Region Partnership for Public Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Lakes Region Partnership for Public Health, 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 Lakes Region Partnership for Public Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Lakes Region Partnership for Public Health, Inc.'s compliance.

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.

Opinion on Each Major Federal Program

In our opinion, Lakes Region Partnership for Public Health, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2013-1 and 2013-2. Our opinion on each major program is not modified with respect to these matters.

Lakes Region Public Health, Inc.'s response to the noncompliance findings identified in our audit is described in accompanying schedule of findings and questioned costs.

Lakes Region Public Health, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Lakes Region Public Health, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Lakes Region Partnership for Public Health, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures for the purpose 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 Lakes Region Partnership for Public Health Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control 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 and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.

questioned costs as items 2013-1 and 2013-2, that we consider to be a significant deficiencies.

Lakes Region Public Health, Inc.'s response to the internal control over noncompliance findings identified in our audit is described in accompanying schedule of findings and questioned costs.

Lakes Region Public Health, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of the 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.

Malone Dirubbo & Company, P.C.
Malone, Dirubbo & Company, P.C.
Lincoln, NH

October 24, 2013

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of Lakes Region Partnership for Public Health, Inc.
2. No significant deficiencies relating to the audit of the financials statements are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Partnership for Public Health, Inc., were disclosed during the audit.
4. One significant deficiency in internal control over major federal award programs was reported in the Report on Compliance For Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133.
5. The auditor's report on compliance for the major federal award programs for Lakes Region Partnership for Public Health, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this Schedule.
7. The programs tested as major programs included:

Department of Veterans Affairs Direct Programs - Veterans Medical Care Benefits #64.009
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. Lakes Region Partnership for Public Health, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENT AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

| | |
|-----------------------------|----------------|
| Documentation Compliance | Finding 2013-1 |
| Program Specific Compliance | Finding 2013-2 |

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

Veterans Affairs Direct Programs

2013-1 Veterans Affairs Direct Programs-
Veterans Medical Care Benefits CFDA No. 64.009 FYE: 6/30/13

Compliance Requirement: Monitoring

Condition:

Documentation is required by Veterans Affairs Direct Programs on employees.

Criteria:

The Organization should have in place policies and procedures to ensure that contractual requirements for obtaining all necessary employee documentation for files are met.

Cause:

There are a lack of written policies and procedures relating to the monitoring of the contractor handling employment records.

Effect:

Because of the failure to properly monitor the contractor handling employment records, unallowable expenditures of grant funds could be made and not detected.

Recommendation:

We recommend that formal monitoring procedures be developed and documented and that all appropriate staff members be trained to properly monitor the contractor handling the employees in accordance with those procedures.

Questioned Costs: None

Views of Responsible Officials and Planned Corrective Actions:

Lakes Region Community Services (LRCS) has implemented a new timesheet procedure as of November 1, 2013. This includes providing training to Veteran's employees and the Veteran Representatives with a sample timesheet during employee orientation. The sample timesheet provides instruction on how employees must complete their timesheets including the required signature by the supervising Veteran or Veteran Representative.

Veteran employees will continue to turn their timesheets in to LRCS staff dedicated to work with Veteran employees. This staff will see that timesheet information is accurate before sending to LRPPH.

Once timesheets are received at LRPPH, they will continue to be reviewed by ServiceLink Veteran's Specialist. A newly implemented timesheet review form and procedure will assist with this process. When the timesheets are successfully reviewed, questions will be sent back to LRCS (if any). Timesheets will then be forwarded to LRPPH finance department to be billed to the Veteran's Administration.

LRPPH Executive Director will be working with LRCS Executive Director and LRCS Human Resources Director

to develop procedure whereby LRPPH will complete an yearly audit of a sampling of employee files to ensure completeness.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

Veterans Affairs Direct Programs

2013-2 Veterans Affairs Direct Programs-
Veterans Medical Care Benefits CFDA No. 64.009 FYE: 6/30/13

Compliance Requirement: Specific Program Requirement

Condition:

The program requires monthly reports to veterans.

Criteria:

The Organization should have provided a monthly report of account to the veterans.

Cause:

There are a lack of policies and procedures relating to the preparation of the monthly reports.

Effect:

Because of the failure to provide the reports to the veterans, unallowable expenditures of grant funds could be made and not detected.

Recommendation:

We recommend that formal policies and procedures be developed and documented and that all appropriate staff members be trained to properly provide veterans with monthly reports of accounts in accordance with those procedures.

Questioned Costs: None

Views of Responsible Officials and Planned Corrective Actions:

The Finance Manager has been working on design of reports through the QuickBooks program. Monthly reports by Veteran will be ready and mailed to them (or their Representative) in November showing October expenses and balance of funds. The ServiceLink Veteran's Specialist will be available to the Veteran or Veteran Representative to assist them with any questions they may have relative the report. Procedure will be written and placed into Veteran's procedure manual.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2013

NONE



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Monadnock Collaborative 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 Monadnock Collaborative (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 105 Castle Street, Keene, New Hampshire 03431.

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 \$871,286.
- 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 Contract 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 Exhibit B-11 through B-13.



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

2/11/14
Date

[Signature]
Name
Title

Monadnock Collaborative

2/10/14
Date

[Signature]
NAME Melinda S. Feola-mahar
TITLE Executive Director

Acknowledgement:
State of NH, County of Cheshire 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

Wendy Preston
Name and Title of Notary or Justice of the Peace

WENDY PRESTON
Notary Public, State of New Hampshire
My Commission Expires October 17, 2017



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

OFFICE OF THE ATTORNEY GENERAL

2-11-14
Date

Rosemary Wiant
Name: Rosemary Wiant
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. Evidenced Based Care Transitions
 - 1.1. The contractor will engage individuals while in acute care settings, such as a hospital, and assist them in transitioning from the acute care setting to a home and community based setting. The goal of this service is to provide individuals with a safe and secure setting and to prevent hospital readmission. The contractor shall follow the individual intensively over a period of approximately one to three months after discharge.
 - 1.2. The contractor shall provide this service to individuals located in the geographic region of Cheshire County, Sullivan County (excluding the towns of Grantham and Plainfield) and the cities and towns in Hillsborough County that include, Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.
 - 1.3. The contractor shall follow the evidence based standards and protocols that include the following:
 - 1.3.1. The Contractor will employ a minimum of one full-time equivalent Care Transition Specialist to provide evidence based transition services in the geographic area described in Exhibit A, paragraph #3.
 - 1.3.2. Interdisciplinary communication across acute, primary care and Long Term Services and Supports (LTSS) service providers/systems.
 - 1.3.2.1. The Contractor will assure that the Care Transition Specialist:
 - 1.3.2.1.1. Participates regularly in hospital discharge planning meetings
 - 1.3.2.1.2. Meets with individuals and their family members during their hospital stay
 - 1.3.2.1.3. Provides post-discharge follow up to assure successful transitions back to the individual's home
 - 1.3.2.1.4. Documents related contacts on behalf of transitioning individuals in Refer 7.
 - 1.3.2.1.5. Participates in related training with the objective of becoming certified or maintaining certification in the evidence based transition program model being utilized, as required by the program model's standards.
 - 1.3.3. Activation of individual services;
 - 1.3.3.1. The Contractor shall develop a transition plan for the client and assist the individual in finding and accessing home and community based services according to the transition plan;
 - 1.3.3.2. Ensuring services are in place and suitable for the individual.
 - 1.3.4. Enhanced post discharge follow-up;
 - 1.3.4.1. The Contractor shall provide post-discharge follow up to assure successful transitions back to the individual's home. Follow up includes communicating with the individual and family members and assisting them in problem solving and referrals, and ensuring that the transition plan that has been put into place is working.
 - 1.3.5. Establish formal agreement with a local hospital to perform evidence based person centered transition support;
 - 1.3.5.1. The Contractor will enter into agreements with local hospitals participating in the Evidence Based Transitions Program to identify the roles and responsibilities of the Care Transitions Specialist and hospital staff in providing transition services. These include but are not limited to the following:
 - 1.3.5.1.1. Establishing a process for identifying individuals and caregivers in need of transition support services
 - 1.3.5.1.2. Developing protocols for referring individuals to the local ServiceLink Contractor for transition support and other services
 - 1.3.5.1.3. Delivering regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.



Exhibit A-1

- 1.4. The Contractor will establish an Advisory Group with representation from the geographic area served by the ServiceLink Contractor, hospital care management staff, home care providers, skilled care providers, physicians, and others. The Advisory Group will meet regularly to oversee the implementation of the program, develop and disseminate best practices, review readmission data, and problem solve discharge issues and complex care needs.
- 1.5. Within 30 days of the effective date of this Amendment #1, the Contractor shall provide a report to DHHS as to which Evidence Based model will be used to transition clients and identify the staff to provide the service.
 - 1.5.1. The Contractor shall comply with standards that are prescribed by the Evidenced Based Model selected.
- 1.6. The Contractor will develop and report to DHHS by June 30, 2014, for review and approval, a sustainability plan that allows for the continuation of the program beyond the funding by DHHS.
 - 1.6.1. In collaboration with the Advisory Group and other key agencies, the Contractor will develop a sustainability plan to continue the program after the Enhanced ADRC Options Counseling funding is terminated.
 - 1.6.2. The sustainability plan shall: identify local hospital participation, quality outcomes, best practices, lessons learned, and future goals. The Contractor shall implement the plan effective July 1, 2015.
2. Veterans Directed Home and Community Based Program (VDHCB)
 - 2.1. The Veterans Directed Home and Community Based Program is a consumer-directed program targeted to eligible veterans to offer them alternatives to nursing home care. The Contractor shall be responsible to 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. Contractor shall follow DHHS protocol for linking Veterans with needed LTSS and making mutual referrals.
 - 2.2. The Veterans Administration is responsible for determining the eligibility of veterans for the program and for authorizing a budget to buy LTSS services. The Veterans Administration will refer eligible veterans with an authorized flexible service budget to the ServiceLink contractor who will be responsible for service coordination and Financial Management Services (FMS) under the "Agency with Choice" model. As part of the Veterans Directed Home and Community Based Program the Contractor shall establish a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and the Manchester Veteran's Administration Medical Center (Manchester VAMC).
 - 2.3. Within ten (10) days of the effective date of Amendment #1, the Contractor shall submit their implementation plan for Veterans Directed Home and Community Based Program. The implementation plan shall detail how the Contractor will establish the VDHCB Program, including staffing, training and a timeline for completion of provider agreement with the VA centers.
 - 2.3.1. The Contractor will establish an advisory group to oversee the development and implementation of the program. Membership is to include representation from key community resources, local veterans' organizations, veterans and families of veterans utilizing the program, and the public.
 - 2.3.2. The implementation plan shall include startup costs necessary to develop and implement a statewide Veteran-Directed Home and Community Based Care Program. 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. For the development and implementation of the program, startup funding is limited to the following:
 - 2.3.2.1. 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,
 - 2.3.2.2. 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

[Handwritten Signature]

2/10/14



Exhibit A-1

-
- 2.3.2.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
 - 2.3.3. Contractor shall establish an advisory committee that will include stakeholders and Veterans to provide ongoing feedback for continuous improvement of the program and services.
 - 2.3.4. Recruit, hire, and train the 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.
 - 2.3.5. 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.
 - 2.3.6. Provide or contract with an agency to provide financial management services to assume the roles and responsibilities of an agency with choice model.
 - 2.3.7. Enter into an agreement with the local Veterans Administration servicing the area that defines the roles and responsibilities of each party in delivering the program. The agreement is to be based on the Memorandum of Agreement between BEAS and the VAMC.
 - 2.3.8. Assure that documentation required by both BEAS and the VA is kept current and submitted according to schedule.
 - 2.3.9. Add contact data in Refer 7 to include region-specific resources serving veterans.
 - 2.4. Within thirty (30) days from the effective date of Amendment #1, the Contractor shall have the program infrastructure in place and is actively providing options counseling and assisting veterans in arranging consumer directed services. The Contractor shall be responsible for assuring the following:
 - 2.4.1. 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.
 - 2.4.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
 - 2.4.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
 - 2.4.4. Of the veterans served, there will be a 90 % or better, consumer satisfaction rate.
 - 2.4.5. Procedures for complying with program reporting requirements, which shall be defined by DHHS upon approval of the Contractor's final implementation plan, are in place.
 - 2.4.6. Maintain the Agreement with the local Veterans Administration.
 - 2.4.7. The contractor shall provide this service to individuals located in the geographic region of Cheshire County, Sullivan County (excluding the towns of Grantham and Plainfield) and the cities and towns in Hillsborough County that include, Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.



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 – B13. 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



Exhibit B Amendment #1

- 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-13 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. Evidenced Based Care Transitions: The funding is from the effective date of Amendment #1 to June 30, 2015.
 16. Veterans Directed Home and Community Based Program: The funding is from the effective date of Amendment #1 through June 30, 2014, for the purposes of developing and implementing the program. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 2.4 of Exhibit A-1, without funding from the Department.

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

Bidder/Program Name: **Monadnock Collaborative/Monadnock & Sullivan ServiceLink**

Budget Request for: **Evidence Based Care Transitions**
(Name of Program)

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Filled by DHHS Contract Share | | |
|---|--------------------|----------------|-----------|--------------------------|----------------|----------|--|----------------|-----------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 18,860 | \$ 1,999 | \$ 20,859 | \$ 360 | \$ 38 | \$ 398 | \$ 18,500 | \$ 1,961 | \$ 20,461 |
| 2. Employee Benefits | \$ 1,454 | \$ 154 | \$ 1,608 | - | - | - | \$ 1,454 | \$ 154 | \$ 1,608 |
| 3. Consultants | \$ 200 | - | \$ 200 | - | - | - | \$ 200 | - | \$ 200 |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 305 | \$ - | \$ 305 | \$ - | \$ - | \$ - | \$ 305 | \$ - | \$ 305 |
| 7. Occupancy | \$ 600 | \$ - | \$ 600 | \$ 600 | \$ - | \$ 600 | \$ - | \$ - | \$ 600 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 20 | \$ - | \$ 20 | \$ 20 | \$ - | \$ 20 | \$ - | \$ - | \$ 20 |
| Postage | \$ 90 | \$ - | \$ 90 | \$ - | \$ - | \$ - | \$ 90 | \$ - | \$ 90 |
| Subscriptions | \$ 1,500 | \$ - | \$ 1,500 | \$ 750 | \$ - | \$ 750 | \$ - | \$ - | \$ 750 |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,000 | \$ - | \$ 1,000 | \$ 500 | \$ - | \$ 500 | \$ 500 | \$ - | \$ 500 |
| 11. Staff Education and Training | \$ 800 | \$ - | \$ 800 | \$ 300 | \$ - | \$ 300 | \$ 500 | \$ - | \$ 500 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 24,829 | \$ 2,153 | \$ 26,982 | \$ 2,530 | \$ 38 | \$ 2,568 | \$ 22,299 | \$ 2,115 | \$ 24,414 |

8.7%

1.5%

9.5%

Indirect As A Percent of Direct

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

Bidder/Program Name: Monadnock Collaborative/Monadnock & Sullivan ServiceLink

Budget Request for: Veterans Directed Home Community Based Services
(Name of Program)

Budget Period: Effective Date of Amendment #1 - 8/20/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|---|--------------------|----------|-----------|--------------------------|----------|----------|--|----------|-----------|
| | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total |
| 1. Total Salary/Wages | \$ 4,540 | \$ 481 | \$ 5,021 | \$ 3,027 | \$ 321 | \$ 3,348 | \$ 1,513 | \$ 160 | \$ 1,673 |
| 2. Employee Benefits | \$ 366 | \$ 39 | \$ 405 | \$ 244 | \$ 26 | \$ 270 | \$ 122 | \$ 13 | \$ 135 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 3,500 | \$ - | \$ 3,500 | \$ - | \$ - | \$ - | \$ 3,500 | \$ - | \$ 3,500 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 860 | \$ - | \$ 860 | \$ - | \$ - | \$ - | \$ 860 | \$ - | \$ 860 |
| 7. Occupancy | \$ 585 | \$ - | \$ 585 | \$ - | \$ - | \$ - | \$ 585 | \$ - | \$ 585 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 30 | \$ - | \$ 30 | \$ - | \$ - | \$ - | \$ 30 | \$ - | \$ 30 |
| Postage | \$ 200 | \$ - | \$ 200 | \$ - | \$ - | \$ - | \$ 200 | \$ - | \$ 200 |
| Subscriptions | \$ 200 | \$ - | \$ 200 | \$ - | \$ - | \$ - | \$ 200 | \$ - | \$ 200 |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ 2,000 | \$ - | \$ 2,000 | \$ - | \$ - | \$ - | \$ 2,000 | \$ - | \$ 2,000 |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,100 | \$ - | \$ 1,100 | \$ - | \$ - | \$ - | \$ 1,100 | \$ - | \$ 1,100 |
| 11. Staff Education and Training | \$ 3,000 | \$ - | \$ 3,000 | \$ - | \$ - | \$ - | \$ 3,000 | \$ - | \$ 3,000 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 16,381 | \$ 520 | \$ 16,901 | \$ 3,271 | \$ 347 | \$ 3,618 | \$ 13,110 | \$ 173 | \$ 13,283 |

Contractor Initials: *MS*
Date: 2/12/14

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

Bidder/Program Name: Monadnock Collaborative/Monadnock & Sullivan ServiceLink

Budget Request for: Evidence Based Care Transitions
(Name of Program)

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

| Line Item | Total Program Cost | | Contractor Share / Match | | Requested Budget to be Funded by DHHS Contract Share | |
|---|--------------------|----------------|--------------------------|----------------|--|----------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 72,112 | \$ 7,644 | \$ 79,756 | \$ 1,000 | \$ 71,112 | \$ 7,538 |
| 2. Employee Benefits | \$ 29,740 | \$ 3,152 | \$ 32,892 | \$ - | \$ 29,740 | \$ 3,152 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 120 | \$ - | \$ 120 | \$ - | \$ 120 | \$ - |
| 7. Occupancy | \$ 1,200 | \$ - | \$ 1,200 | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 60 | \$ - | \$ 60 | \$ 40 | \$ 20 | \$ - |
| Postage | \$ 22 | \$ - | \$ 22 | \$ - | \$ 22 | \$ - |
| Subscriptions | \$ 1,500 | \$ - | \$ 1,500 | \$ 750 | \$ 750 | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Marketing/Communications | \$ 2,000 | \$ - | \$ 2,000 | \$ 1,000 | \$ 1,000 | \$ - |
| 10. Staff Education and Training | \$ 1,370 | \$ - | \$ 1,370 | \$ 600 | \$ 770 | \$ - |
| 11. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 108,124 | \$ 10,796 | \$ 118,920 | \$ 4,590 | \$ 103,534 | \$ 10,690 |
| Indirect As A Percent of Direct | | 10.0% | | 2.3% | | 10.3% |

Contractor Initials: *MM*
Date: 2/10/14

Monadnock Collaborative

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of The Board of Directors of Monadnock Collaborative
(Name of Governing Board) (Name of Corporation)

on October 17, 2005 which was duly called at which a quorum was present:

“On motion duly made and seconded, it was voted to authorize

the Executive Director, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that (Name of corporate official signing the acceptance or contract) Melinda S. Feola-Mahar is the duly elected (Title) Executive Director of this corporation and is still qualified and serving in such capacity.

2/10/14
(Date)

Jane Wam
Board Member

NO CORPORATE SEAL

STATE OF NEW HAMPSHIRE

COUNTY OF Cheshire

On February 10, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that Jane he executed the foregoing certificate. WARRICK

In witness whereof I hereunto set my hand and official seal.

Wendy Preston
Notary Public/Justice of the Peace

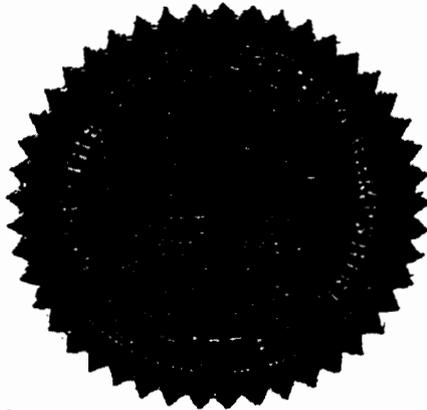
My commission expires:

WENDY PRESTON
Notary Public, State of New Hampshire
My Commission Expires October 17, 2017

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Monadnock Collaborative is a New Hampshire nonprofit corporation formed June 6, 2001. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2014

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

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

| | | |
|---|--|--------------------------------------|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com | FAX (A/C, No): (603) 293-7188 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Monadnock Collaborative & Pilot Health, LLC 105 Castle Street Keene NH 03431 | INSURER A: Philadelphia Insurance Co | |
| | INSURER B: AmGUARD Insurance Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | NAIC # 42390 |

COVERAGES

CERTIFICATE NUMBER: 2014

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | PHPK1124532 | 2/1/2014 | 2/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB447471 | 2/1/2014 | 2/1/2015 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N n | N/A | MOWC461176 | 7/1/2013 | 7/1/2014 | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| NH DHHS Bureau of Adult and Elderly Servi 29 Hazen Drive Concord, NH 03301-6504 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/FAIRLE <i>Pat Mack</i> |
|---|--|



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange Street, Berlin, New Hampshire 03570.

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 \$293,150.

- 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 Contract 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-13.



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

[Signature]
Name
Title

Tri County Community Action Program, Inc.

2/7/2014
Date

[Signature]
NAME Michael Coughlin
TITLE Chief Executive

Acknowledgement:

State of NH, County of Coos on 2-7-14, 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]
Name and Title of Notary or Justice of the Peace

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

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

2-11-14
Date

Rosemary Wiant
Name: Rosemary Wiant
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. The Medicare Improvements for Patients and Providers Act (MIPPA)
 - 1.1. MIPPA program is to assist Medicare beneficiaries by:
 - 1.1.1. reducing 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.
 - 1.1.2. increasing wellness and preventing illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
 - 1.2. Period: Effective Date of Amendment #1 to September 29, 2014.
 - 1.3. The contractor shall provide this service to individuals located in the geographic area of Coos County.
 - 1.4. The ServiceLink contractor will promote these beneficial programs for people with Medicare, collaborating with community partners to provide outreach, education, and assistance in completing applications for Medicare beneficiaries with limited income. .
 - 1.5. The ServiceLink contractor will initiate outreach contact with low-income individuals who may not have physical access to ServiceLink offices, internet access, or access to a telephone.
 - 1.6. Within 30 days of the effective date of Amendment #1 and upon approval of DHHS, the Contractor shall develop an outreach plan for LIS and MSP, and for preventive services that includes but is not limited to increasing the number of local collaborative partnerships for the purpose of increasing enrollment in these programs and their utilization. At a minimum the plan should be based on the following:
 - 1.6.1. An assessment of past LIS and MSP outreach activities to determine their effectiveness in reaching the target population; i.e., low-income Medicare beneficiaries;
 - 1.6.2. An analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify and prioritize target areas for outreach;
 - 1.6.3. An assessment of past and current partnerships to determine their effectiveness;
 - 1.6.4. Promoting 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 and collaboration with community health care providers;
 - 1.6.5. Working with the Department's SHIP Program Director, set specific goals for increasing LIS and MSP enrollments at the end of each year of the contract. Goals are to be based on current performance data and Refer 7 reports.
 - 1.6.6. Identify and recruit regional providers interested in assisting with outreach to Medicare beneficiaries, including but not limited to:
 - Community health centers
 - Senior centers
 - Hospitals
 - Physician practices
 - Town managers, town welfare directors and boards of selectmen
 - Emergency personnel
 - Senior housing
 - 1.7. Deliverables:
 - 1.7.1. LIS and MSP Outreach plan that includes but is not limited to the collaboration of new partnerships in order to increase enrollment.
 - 1.7.2. Medicare preventive service promotion activities.
 - 1.7.3. Statewide MIPPA advertising materials.
 - 1.7.4. Community partnership and incentive strategies for the state/county/regions for increasing enrollment into and awareness of LIS/MSP & Medicare Wellness/Prevention Screenings.



1.8. 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 LIS, MSP, and Medicare Part D enrollment: Coos County: 181 individuals enrolled | 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 |

2. Veterans Directed Home and Community Based Program (VDHCB)

- 2.1. The Veterans Directed Home and Community Based Program is a consumer-directed program targeted to eligible veterans to offer them alternatives to nursing home care. The Contractor shall be responsible to 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. Contractor shall follow DHHS protocol for linking Veterans with needed LTSS and making mutual referrals.
- 2.2. The Veterans Administration is responsible for determining the eligibility of veterans for the program and for authorizing a budget to buy LTSS services. The Veterans Administration will refer eligible veterans with an authorized flexible service budget to the ServiceLink contractor who will be responsible for service coordination and Financial Management Services (FMS) under the "Agency with Choice" model. As part of the Veterans Directed Home and Community Based Program the Contractor shall establish a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and the Manchester Veteran's Administration Medical Center (Manchester VAMC).
- 2.3. Within ten (10) days of the effective date of Amendment #1, the Contractor shall submit their implementation plan for Veterans Directed Home and Community Based Program. The implementation plan shall detail how the Contractor will establish the VDHCB Program, including staffing, training and a timeline for completion of provider agreement with the VA centers.
 - 2.3.1. The Contractor will establish an advisory group to oversee the development and implementation of the program. Membership is to include representation from key community resources, local veterans' organizations, veterans and families of veterans utilizing the program, and the public.
 - 2.3.2. The implementation plan shall include startup costs necessary to develop and implement a statewide Veteran-Directed Home and Community Based Care Program. 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. For the development and implementation of the program, startup funding is limited to the following:
 - 2.3.2.1. 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,
 - 2.3.2.2. 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,



Exhibit A-1

- assisting the Veteran in getting services and in identifying service providers and services, and development and implementation of the advisory committee
- 2.3.2.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
- 2.3.3. Contractor shall establish an advisory committee that will include stakeholders and Veterans to provide ongoing feedback for continuous improvement of the program and services.
- 2.3.4. Recruit, hire, and train the 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.
- 2.3.5. 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.
- 2.3.6. Provide or contract with an agency to provide financial management services to assume the roles and responsibilities of an agency with choice model.
- 2.3.7. Enter into an agreement with the local Veterans Administration servicing the area that defines the roles and responsibilities of each party in delivering the program. The agreement is to be based on the Memorandum of Agreement between BEAS and the VAMC.
- 2.3.8. Assure that documentation required by both BEAS and the VA is kept current and submitted according to schedule.
- 2.3.9. Add contact data in Refer 7 to include region-specific resources serving veterans.
- 2.4. Within thirty (30) days from the effective date of Amendment #1, the Contractor shall have the program infrastructure in place and is actively providing options counseling and assisting veterans in arranging consumer directed services. The Contractor shall be responsible for assuring the following:
- 2.4.1. 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.
- 2.4.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
- 2.4.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
- 2.4.4. Of the veterans served, there will be a 90 % or better, consumer satisfaction rate.
- 2.4.5. Procedures for complying with program reporting requirements, which shall be defined by DHHS upon approval of the Contractor's final implementation plan, are in place.
- 2.4.6. Maintain the Agreement with the local Veterans Administration.
- 2.4.7. The contractor shall provide this service to Veterans located in the geographic area of Coos County.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

- 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.
- 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, 13AANHMAADR, IX0CMS331283 | 93.071 | Admin for Community Living & Centers for Medicare & Medicaid Services | CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA) |

- 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 |

- 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

- 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 – B13. Each budget is specific to a time period



Exhibit B Amendment #1

- 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-13 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.
 16. Veterans Directed Home and Community Based Program: The funding is from the effective date of Amendment #1 through June 30, 2014, for the purposes of developing and implementing the program. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 2.4 of Exhibit A-1, without funding from the Department.

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

Bidder/Program Name: Tri-County CAP - SLRC of Coos County

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

Budget Period: Effective Date of Amendment #1 - 6/30/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|--|--------------------|----------|-------------|--------------------------|----------|-------|--|----------|-------------|
| | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total | Direct Incremental | Indirect | Total |
| 1. Total Salary/Wages | \$ 2,340.00 | \$ - | \$ 2,340.00 | \$ - | \$ - | \$ - | \$ 2,340.00 | \$ - | \$ 2,340.00 |
| 2. Employee Benefits | \$ 959.40 | \$ - | \$ 959.40 | \$ - | \$ - | \$ - | \$ 959.40 | \$ - | \$ 959.40 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 141.62 | \$ - | \$ 141.62 | \$ - | \$ - | \$ - | \$ 141.62 | \$ - | \$ 141.62 |
| 6. Travel | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Subcontracts/Agreements | \$ 401.98 | \$ - | \$ 401.98 | \$ - | \$ - | \$ - | \$ 401.98 | \$ - | \$ 401.98 |
| 13. Other (Specify details mandatorily): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 4,343.00 | \$ - | \$ 4,343.00 | \$ - | \$ - | \$ - | \$ 4,343.00 | \$ - | \$ 4,343.00 |

Indirect As A Percent of Direct 10.2%

Contractor Initials: MC
Date: 2/7/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|---|--------------------|----------------|--------------------|--------------------------|----------------|-------------|--|----------------|--------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 1,820.00 | \$ - | \$ 1,820.00 | \$ - | \$ - | \$ - | \$ 1,820.00 | \$ - | \$ 1,820.00 |
| 2. Employee Benefits | \$ 746.20 | \$ - | \$ 746.20 | \$ - | \$ - | \$ - | \$ 746.20 | \$ - | \$ 746.20 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 150.00 | \$ - | \$ 150.00 | \$ - | \$ - | \$ - | \$ 150.00 | \$ - | \$ 150.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 67.60 | \$ - | \$ 67.60 | \$ - | \$ - | \$ - | \$ 67.60 | \$ - | \$ 67.60 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 316.20 | \$ - | \$ 316.20 | \$ - | \$ - | \$ - | \$ 316.20 | \$ - | \$ 316.20 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 3,100.00 | \$ - | \$ 3,100.00 | \$ - | \$ - | \$ - | \$ 3,100.00 | \$ - | \$ 3,100.00 |

10.2%

Indirect As A Percent of Direct

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

Bidder/Program Name: Tri-County CAP - SLRC of Coos County

Budget Request for: Veterans Directed Home Community Based Services

Budget Period: Effective Date of Amendment #1 - 6/30/14

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

Bidder/Program Name: Tri-County CAP - SLRC of Coos County

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

Budget Period: 7/1/14- 9/29/14

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Requested Budget to be Funded by DHHS Contract Share | | |
|---|--------------------|----------------|-----------|--------------------------|----------------|-------|--|----------------|-----------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 936,00 | \$ - | \$ 936,00 | \$ - | \$ - | \$ - | \$ 936,00 | \$ - | \$ 936,00 |
| 2. Employee Benefits | \$ 383 | \$ - | \$ 383 | \$ - | \$ - | \$ - | \$ 383 | \$ - | \$ 383 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 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 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 148 | \$ - | \$ 148 | \$ - | \$ - | \$ - | \$ 148 | \$ - | \$ 148 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 1,487 | \$ - | \$ 1,487 | \$ - | \$ - | \$ - | \$ 1,487 | \$ - | \$ 1,487 |

Indirect As A Percent of Direct: 0.0%

Contractor Initials: **MC**
Date: **2/9/14**

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Gary Coulombe, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

- I am a duly elected Clerk of Tri-County Community Action Program, Inc
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 2-7-14;
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Service Link services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of February, 2014.
(Date Contract Signed)

4. Michael Coughlin is the duly elected
Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Coös

The forgoing instrument was acknowledged before me this 7th day of February, 2014.

By Gary Coulombe
(Name of Clerk of the Corporation)

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

NOTARY SEAL

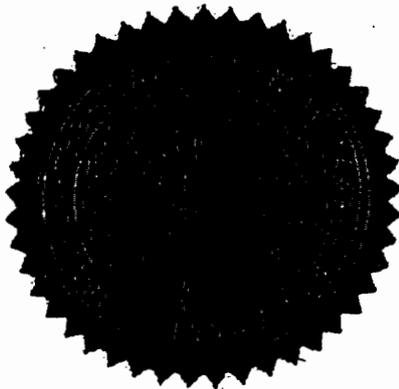
Commission Expires: 6-19-18

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

State of New Hampshire
Department of State

CERTIFICATE

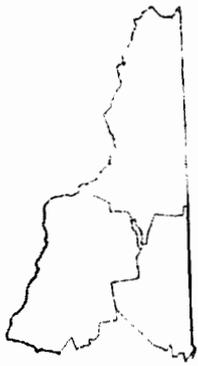
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having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



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

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

William M. Gardner
Secretary of State



TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: <http://www.tccap.org> • E-mail: admin@tccap.org

Chief Executive Officer: Michael W. Coughlin

BOARD OF DIRECTORS

FY2014

COÖS COUNTY

Board Chair

Sandy Alonzo

_____ Avenue

Berlin, NH 03570

_____.net

Steve Griffin

Berlin, NH 03570

_____.net

Gary Coulombe

_____ Street

Berlin, NH 03570

_____.gmail.com

CARROLL COUNTY

Ann Barber

_____.NH 03812

_____.yahoo.com

Sam Farrington

Chocorua, NH 03817

_____.@worldpath.net

Michael Dewar

Intervale, NH 03245

_____.@roadrunner.com

GRAFTON COUNTY

Nancy Kitchen

S L Nat. Science Ctr

23 Science Ctr Rd.

Holderness, NH 03245

_____.8
_____.@nhnature.org

Shannon Weaver

_____ Lane

Littleton, NH 03561

_____.l
_____.88@ymail.com

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AOD
(603) 752-7941



Community Contact
(603) 752-3248

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

Energy Programs
(603) 752-7100



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

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

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.

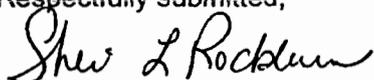
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 5, 2013
Page 4

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 | Crotched 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 (Grafton 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: Grafton 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

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 Maggencalda</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 Skid</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 such other 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.

Contractor Initials:
Date: 12/4/13

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: RJR
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.

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 Crotched Mountain Community Care, Inc. | | 1.4 Contractor Address 186 Granite Street, STE 3C Manchester, NH 03101 | |
| 1.5 Contractor Phone Number (603) 622-5900 | 1.6 Account Number See Exhibit B | 1.7 Completion Date 6/30/2015 | 1.8 Price Limitation \$791,127. |
| 1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator | | 1.10 State Agency Telephone Number 603-271-9096 | |
| 1.11 Contractor Signature <i>Margaret Lins</i> | | 1.12 Name and Title of Contractor Signatory <i>Margaret Lins, VP Community Based Services</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>12/5/2013</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Theresa M. Jones</i> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace THERESA M. JONES, Notary Public My Commission Expires September 19, 2017 | | | |
| 1.14 State Agency Signature <i>Sheri L. Rockburn</i> | | 1.15 Name and Title of State Agency Signatory <i>Sheri L. Rockburn, Assoc 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>Rosmary H. Fitch</i> On: <u>12-5-13</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

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

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

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

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

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

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

Contractor Initials: MA
Date: 12/5/13

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:

MD
12/5/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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 Grafton County Senior Citizens Council, Inc. | | 1.4 Contractor Address 10 Campbell Street PO Box 433 Lebanon, NH 03766 | |
| 1.5 Contractor Phone Number (603) 448-4897 | 1.6 Account Number See Exhibit B | 1.7 Completion Date 6/30/2015 | 1.8 Price Limitation \$460,601. |
| 1.9 Contracting Officer for State Agency <i>Mary Magguncuda</i> | | 1.10 State Agency Telephone Number <i>603-271-9096</i> | |
| 1.11 Contractor Signature <i>Roberta J. Berner</i> | | 1.12 Name and Title of Contractor Signatory <i>Roberta J. Berner Executive Director</i> | |
| 1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Grafton</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>Victoria Weeks</i> VICTORIA M. WEEKS NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires June 19, 2018 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Victoria Weeks, Notary</i> | | | |
| 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 Kit</i> On: <i>12-4-13</i> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

RJB
12-4-13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

Contractor Initials: RJB
Date: 12-4-13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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 Lakes Region Partnership for Public Health, Inc. | | 1.4 Contractor Address 67 Water Street, STE 105 Laconia, NH 03246 | |
| 1.5 Contractor Phone Number (603) 528-2145 | 1.6 Account Number See Exhibit B | 1.7 Completion Date 6/30/2015 | 1.8 Price Limitation \$597,849. |
| 1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i> | | 1.10 State Agency Telephone Number 271-9096 | |
| 1.11 Contractor Signature <i>Sally Minkow</i> | | 1.12 Name and Title of Contractor Signatory SALLY MINKOW President, Board of Directors | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>BELKNAP</u> On <u>12/3/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] | | <i>J. Boisselle</i> | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>JULIE BOISSELLE</i> | | JULIE BOISSELLE, Notary Public My Commission Expires <u>6/9/2015</u> | |
| 1.14 State Agency Signature <i>Shirley Rockburn</i> | | 1.15 Name and Title of State Agency Signatory Shirley Rockburn Acting Associate Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary Heath</i> On: <i>12-4-13 RW</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 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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 Monadnock Collaborative | | 1.4 Contractor Address 105 Castle Street Keene, NH 03431 | |
| 1.5 Contractor Phone Number (603) 357-1922, x 104 | 1.6 Account Number See Exhibit B | 1.7 Completion Date 6/30/2015 | 1.8 Price Limitation \$719,365. |
| 1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i> | | 1.10 State Agency Telephone Number <i>603-271-9096</i> | |
| 1.11 Contractor Signature <i>[Signature]</i> | | 1.12 Name and Title of Contractor Signatory <i>Melinda S. Feola-Mahar, Executive Dir.</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</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>Wendy Preston</i> | | <div style="border: 1px solid black; padding: 5px; display: inline-block;"> WENDY PRESTON Notary Public, State of New Hampshire My Commission Expires October 17, 2017 </div> | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Wendy Preston Office Mgr/HR</i> | | | |
| 1.14 State Agency Signature <i>Sheri L Rockburn</i> | | 1.15 Name and Title of State Agency Signatory <i>Sheri 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 Hild</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 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

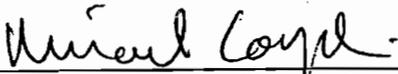
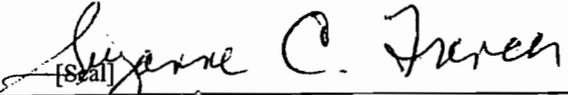
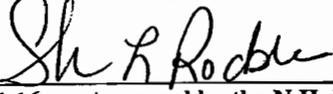
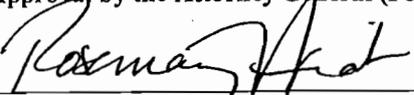
Subject: New Hampshire ServiceLink Resource Centers Program

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 Tri-County Community Action Program, Inc. | | 1.4 Contractor Address 30 Exchange Street Berlin, NH 03570 | |
| 1.5 Contractor Phone Number (603) 752-7001 | 1.6 Account Number See Exhibit B | 1.7 Completion Date 6/30/2015 | 1.8 Price Limitation \$284,240. |
| 1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator | | 1.10 State Agency Telephone Number 603-271-9096 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Michael Coughlin, Chief Executive Officer | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</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  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary | | SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018 | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Sheri L. Rockben Acting Assoc. Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 12-5-13 | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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